fresco

သို့
အတွင်းရေးမှူး
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်
ရန်ကုန်မြို့

ရက်စွဲ ။ ဩဂုတ်လ (၂၁) ရက် ၊ ၂၀၁၉ ခုနှစ်။

MIC, 314/22-8

အကြောင်းအရာ ။ ။ အတည်ပြု လျှောက်ထားလွှာ ပြန်လည်ပေးပို့တင်ပြခြင်း။

ရည်ညွှန်းချက် ။ ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ပေးပို့သည့် (၂၀၁၉ ခုနှစ် ဇူလိုင်လ ၂၉ ရက်) ရက်စွဲပါ စာအမှတ်၊ မရက-၂/အ-၀၄၄/၂၀၁၉ (၂၁၇)။

အထက်အကြောင်းအရာပါကိစ္စနှင့် ပတ်သက်၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သည် ၂၀၁၉ ခုနှစ် ဇူလိုင်လ(၂၉) ရက် နေ့စွဲပါ စာအမှတ်၊ မရက-၂/အ-၀၄၄/၂၀၁၉ (၂၁၇) ဖြင့် အတည်ပြုလျှောက်ထားလွှာ ပြန်လည်ပေးပို့ရန် Fresco Myanmar Company Limited သို့ ဆက်သွယ်အကြောင်းကြားခဲ့ပါသည်။

ယခုအခါ ရှမ်းပြည်နယ်အစိုးရအဖွဲ့ရုံးမှ သဘောထားမှတ်ချက် ပြန်ကြားပြီးဖြစ်ပါသဖြင့် ကျွန်တော်များ Fresco Myanmar Co.,Ltd ၏ အတည်ပြုလျှောက်ထားလွှာ တင်ပြခြင်း ကိစ္စအား ဆက်လက်ဆောင်ရွက်နိုင်ပါရန် ပြန်လည်ပေးပို့တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

[signature]

PAOLO CERATI
MANAGING DIRECTOR
FRESCO MYANMAR CO.,LTD.

FRESCO MYANMAR CO.,LTD.
Reg: No. 106672563

အတည်ပြုလျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊
ရက်စွဲ ၂၀ ခုနှစ်၊ လ ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ၃၇ နှင့်အညီ အောက်ဖော်ပြပါ အချက်များအား ဖြည့်စွက်၍ အတည်ပြုလျှောက်ထားလွှာကို တင်ပြလျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် Fresco Myanmar Company Limited

(ခ) ကုမ္ပဏီမှတ်ပုံတင်အမှတ် သို့မဟုတ် ကုမ္ပဏီမှတ်ပုံတင်အမှတ် ၁၀၆၆၇၂၅၆၃
ရင်းနှီးမြှုပ်နှံသူ၏ နိုင်ငံသားစိစစ်ရေးကဒ်
အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ်

(ဂ) နိုင်ငံသား နိုင်ငံခြားပိုင် ကုမ္ပဏီ

(ဃ) နေရပ်လိပ်စာ/ မှတ်ပုံတင်ထားသည့်ကုမ္ပဏီလိပ်စာ အမှတ် ၅၊ ရွှေစံပယ် အောင်သိဒ္ဓိလမ်း၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်မြို့

(င) တယ်လီဖုန်း /ဖက်စ် / အီးမေးလ်လိပ်စာ ၀၉ ၂၅၀၁၆၁၂၂၄

(စ) လုပ်ငန်းအမျိုးအစား(အသေးစိတ်ဖော်ပြပေးရန်) ဟင်းသီးဟင်းရွက်များ စိုက်ပျိုးထုတ်လုပ်ရောင်းချခြင်း

မှတ်ချက်။ အောက်ပါအချက်များကိုပူးတွဲတင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားမိတ္တူ

(၂) နိုင်ငံသားစိစစ်ရေးကတ်မိတ္တူနှင့်နိုင်ငံကူးလက်မှတ်မိတ္တူ

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏ -

(က) အမည် Mr.Paolo Cerati

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည်
(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် YA ၈၉၂၄၉၇၄

(ဃ) နိုင်ငံသား အီတလီ

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့်နေရပ်လိပ်စာ အမှတ် ၅၊ ရွှေစံပယ် အောင်သိဒ္ဓိလမ်း၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်မြို့

(စ) တယ်လီဖုန်း /ဖက်စ် ၀၉ ၂၅၀၁၆၁၂၂၄

(ဆ) အီးမေးလ်လိပ်စာ gm@frescomyanmar.com

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

၃။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဌာန်

☐ ရာခိုင်နှုန်းပြည့် ☑ ဖက်စပ်ပြုလုပ်ခြင်း(ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

☐ အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း(စာချုပ်မူကြမ်းတင်ပြရန်)

မြန်မာနိုင်ငံသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ၂၂.၅ %

အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး %

နိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ၇၇.၅ %

၄။ အစုရှယ်ယာ ၁၀ % နှုန်းနှင့်အထက်ပိုင်ဆိုင်သောအစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု%
၁	Paolo Cerati	အီတလီ	၄၅ %
၂	Edward Oliver Russell	အင်္ဂလန်	၂၂.၅ %
၃	ဦးမိုးကျော်	မြန်မာ	၂၂.၅ %
၄	Rudolf Walter Gildemeister	ဆွစ်ဇာလန်	၁၀ %

၅။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း အမေရိကန်ဒေါ်လာ ၉၉၀၀၀

(ခ) အစုရှယ်ယာအမျိုးအစား Ordinary

(ဂ) အစုရှယ်ယာဝင်များကထည့်ဝင်မည့်အစုရှယ်ယာပမာဏ ၉၉၀၀၀ ရှယ်ယာ

မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း/သင်းဖွဲ့စည်းမျဉ်း သို့မဟုတ် ကုမ္ပဏီဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်း ပူးတွဲတင်ပြရန်

၆။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ-

	ကျပ်/US$(~~သန်းပေါင်း~~)
(က) ပြည်တွင်းမှထည့်ဝင်သည့်မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း	US$ 22,275
(ခ) နိုင်ငံခြားမှယူဆောင်လာသည့်မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း	US$ 76725
စုစုပေါင်း	US$ 99,000

၇။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် သက်တမ်း ၅၀ နှစ်

၈။ ဆောင်ရွက်မည့်စီးပွားရေးအဖွဲ့အစည်းနှင့်သက်ဆိုင်သောအချက်အလက်များ-

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ ဦးပိုင်အမှတ် (၉၈၊ ၉၉)၊ မြေကွက်အမှတ် (၁၇+၃၀ ၊ ၁၈)၊ ကွင်းအမှတ် (၂)၊ ဟဲဟိုးချိုင့်ဝှမ်း၊ ဟဲဟိုးကျေးရွာအုပ်စု၊ ကလောမြို့နယ်၊ တောင်ကြီး၊ တောင်ပိုင်း ရှမ်းပြည်နယ်

(ခ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ US$ ၉၉၀၀၀

၉။ သက်ဆိုင်ရာအဖွဲ့အစည်းများ၏ ခွင့်ပြုချက်၊ လိုင်စင်၊ ပါမစ်စသည်တို့ ရရှိပြီးပါက ပူးတွဲတင်ပြရန်။ (GAP လက်မှတ် - ပူးတွဲပါ)

၁၀။ လုပ်ငန်းစတင်ဆောင်ရွက်နေခြင်း ☑ ရှိ၊ ☐ မရှိ

ရှိပါကလုပ်ငန်းဆောင်ရွက်မှုအခြေအနေကို ဖော်ပြပေးရန်
အရည်အသွေးကောင်းမွန်လက်ဆက်သော ဟင်းသီးဟင်းရွက်များအား စိုက်ပျိုးထုတ်လုပ်လျက်ရှိပြီး Modern Trade (Citymark, Metro)၊ ဟိုတယ်များ၊ စားသောက်ဆိုင်များ နှင့် ဟင်းသီးဟင်းရွက်ဘူးများအား အိမ်အရောက်ပို့ဆောင် ရောင်းချလျက်ရှိပါသည်။

၁၁။ အတည်ပြုလျှောက်ထားလွှာနှင့်အတူ အောက်ဖော်ပြပါ လျှောက်ထားလွှာများကို တင်ပြလျှောက်ထားခြင်းရှိ/မရှိ ဖော်ပြရန်။

☑ မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

☐ အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

PAOLO CERATI
MANAGING DIRECTOR
FRESCO MYANMAR CO.,LTD.

လျှောက်ထားသူလက်မှတ်

အမည် Mr.Paolo Cerati

ရာထူး Managing Director

ဌာန/ကုမ္ပဏီတံဆိပ် Fresco Myanmar Co.,Ltd

FRESCO MYANMAR CO.,LTD.
Reg: No. 106672563

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှု ရှိပါကြောင်းအာမခံပါသည်။

ဤအတည်ပြုလျှောက်ထားလွှာတွင် အတည်ပြုမိန့် ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့်အချက်အလက်များကို လျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါက အတည်ပြုလျှောက်ထားလွှာကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေး ကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာသဘောပေါက် နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

PAOLO CERATI
MANAGING DIRECTOR
FRESCO MYANMAR CO.,LTD.

လျှောက်ထားသူလက်မှတ်

အမည် Mr.Paolo Cerati

ရာထူး Managing Director

ဌာန/ကုမ္ပဏီတံဆိပ် Freso Myanmar Co.,Ltd

FRESCO MYANMAR CO.,LTD.
Reg: No. 106672563

Form (4-A)

Endorsement Application Form

To,

Chairman

Myanmar Investment Commission

Reference No.

Date

I do apply the endorsement in accordance with the Section 37 of the Myanmar Investment Law by furnishing the following particulars:

1. The Investor's :-
   (a) Name – Fresco Myanmar Company Limited
   (b) Company Registration No/ID No/National Registration Card No/Passport
   Company Registration No. 106672563
   (c) Citizenship – Foreign company
   (d) Address / Address of Registered Office –
   No.5, Shwe Sa Pal, Aung Theik Hti Road, Mayangone Township, Yangon
   (e) Phone / Fax / Email – 09 250161224
   (f) Type of Business (to describe in detail) –
   Plantation, Production and Sales of vegetables and salads

Note : The following documents need to be attached according to the above paragraph (1) :-

(1) Company Registration Certificate (copy);

(2) ID No/ National Registration Card (copy) and Passport (copy);

2. If the investor don't apply for endorsement by himself / herself, the applicant ;

   (a) Name – Mr.Paolo Cerati

   (b) Name of contact person

   (if applicant is business organization)

   Note : describe with attachment of letter of legal representative (see in attachment)

   (c) ID No/National Registration Card No./Passport No. – YA8924974

   (d) Citizenship – Italy

   (e) Address in Myanmar – No.5, Shwe Sa Pal, Aung Theik Hti Road, Mayangone Township, Yangon

   (f) Phone / Fax – 09 250161224

   (g) E-mail - gm@frescomyanmar.com

3. Type of business organization to be formed :-

   ☐ One Hundred Percent ■ Joint Venture (To attach the draft of JV agreement)

   ☐ Type of Contractual Basis (To attach draft contract / agreement)

   Share Ratio (Local) 22.5 %
   Share Ratio (Foreigner) 77.5 %
   Share Ratio (Government Department / Organization) %

4. List of Shareholders Owned 10% of the Shares and Above

No.	Name of Shareholder	Citizenship	Share Percentage
1.	Paolo Cerati	Italy	45%
2.	Edward Oliver Russell	United Kingdom	22.5%
3.	Moe Kyaw	Myanmar	22.5%
4.	Rudolf Walter Gildemeister	Switzerland	10%

5. Particulars of Company Incorporation

   (a) Paid Up Capital - USD 99,000

   (b) Type of Share - Ordinary

   (c) Number of Shares - 99,000 shares

Note : Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars of Paid-up Capital of the Investment

	Kyat/US$
(a) Amount/Percentage of local capital to be contributed	US$ 22,275
(b) Amount/Percentage of foreign capital to be brought in	US$ 76,725
Total	US$ 99,000
(c) Proposed investment Period	50 years
(d) Construction period	N/A

7. Particulars of the Investment Project –

   (a) Investment location(s)/place(s) – Plot No.17+30,18, Holding No.98,99, Kwin No.2, Heho Valley, Heho Village, Kalaw Township, Taunggyi District, Shan State(South)

8. Amount of Investment – US$ 99,000

9. The license, Permit, Permission, and etc; of the relevant organizations shall be attached if they are received. – GAP Certificate

10. Commencement of Business ☒ Yes ☐ No

    - If it is commenced, describe the performance of business activities : The production of clean nutritious vegetables and salads. Sales channels are Modern Trade (Citymart, Metro), Hotels & Restaurants, and home delivery of veggie boxes

11. Describe whether other applications are being submitted together with the Endorsement Form or not :

☒ Land Rights Authorization Application
☐ Tax Incentive Application

Signature of the applicant

PAOLO CERATI
MANAGING DIRECTOR
FRESCO MYANMAR CO.,LTD.

Name : Mr.Paolo Cerati
Title : Managing Director
Company : Fresco Myanmar Co.,Ltd

FRESCO MYANMAR CO.,LTD.
Reg: No. 106672563

Date :

Undertaking

I/We hereby declare that the above statements are true and correct to the best of my/our knowledge and belied.

I/We fully understand that endorsement application may be denied or unnecessarily delayed if applicant fails to provide required information to access by Commission for issuance of endorsement.

I/We hereby declare to strictly comply with the terms and conditions set out by the Myanmar Investment Commission.

Signature of the applicant

PAOLO CERATI
MANAGING DIRECTOR
FRESCO MYANMAR CO.,LTD.

Name : Mr.Paolo Cerati
Title : Director
Company : Fresco Myanmar Co.,Ltd

FRESCO MYANMAR CO.,LTD.
Reg: No. 106672563

Date :

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

Certificate of Incorporation

FRESCO MYANMAR COMPANY LIMITED
Company Registration No. 106672563

မြန်မာနိုင်ငံကုမ္ပဏီများဥပဒေ၂၀၁၇ အရ
FRESCO MYANMAR COMPANY LIMITED
အား ၂၀၁၈ ခုနှစ် အောက်တိုဘာလ ၅ ရက်နေ့တွင်
အစုရှယ်ယာအားဖြင့် တာဝန်ကန့်သတ်ထား သည့် အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ
အဖြစ် ဖွဲ့စည်းမှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

This is to certify that
FRESCO MYANMAR COMPANY LIMITED
was incorporated under the Myanmar Companies Law 2017 on 5 October 2018 as a Private Company Limited by Shares.

ကုမ္ပဏီမှတ်ပုံတင်အရာရှိ
Registrar of Companies
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
Directorate of Investment and Company Administration

Myanmar Companies Online Registry - Company Extract

Company Name (English)
FRESCO MYANMAR COMPANY LIMITED

Company Name (Myanmar)
-

Company Information

Registration Number	Registration Date	Status
106672563	05/10/2018	Registered
Company Type	**Foreign Company**	**Small Company**
Private Company Limited by Shares	Yes	No
Principal Activity	**Date of Last Annual Return**	**Previous Registration Number**
01 - Crop and animal production, hunting and related service activities	22/04/2019	-

Addresses

Registered Office In Union

No.5, Shwe Sa Pal, Aung Theik Hti Road
Mayangone Township
Yangon, Myanmar

Officers

Name:	MOE KYAW	Type:	Director
Date of Appointment:	05/10/2018	Date of Birth:	28/01/1965
Nationality:	Myanmar	N.R.C./Passport:	12/DAGANA(N)026625
Gender:	Male	Business Occupation:	-
Name:	PAOLO CERATI	Type:	Director
Date of Appointment:	05/10/2018	Date of Birth:	14/09/1973
Nationality:	Italy	N.R.C./Passport:	YA8924974
Gender:	Male	Business Occupation:	-
Name:	RUDOLF WALTER GILDEMEISTER	Type:	Director
Date of Appointment:	05/10/2018	Date of Birth:	15/03/1966
Nationality:	Switzerland	N.R.C./Passport:	X1435481
Gender:	Male	Business Occupation:	-
Name:	RUSSELL EDWARD OLIVER	Type:	Director
Date of Appointment:	05/10/2018	Date of Birth:	24/07/1970
Nationality:	United Kingdom	N.R.C./Passport:	761224501
Gender:	Male	Business Occupation:	-

Ultimate Holding Company

Myanmar Companies Online Registry - Company Extract

Company Name (English)
FRESCO MYANMAR COMPANY LIMITED

Company Name (Myanmar)
-

Name of Ultimate Holding Company	Jurisdiction of Incorporation	Registration Number
-	-	-

Share Capital Structure

Total Shares Issued by Company
99,000

Currency of Share Capital
USD

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	99,000	99,000.00	0.00

Members

Name:	MOE KYAW		
Gender:	Male	Date of Birth:	18/01/1965
Nationality:	Myanmar	N.R.C./Passport:	12/DAGANA(N)026625

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	22,275	22,275.00	0.00

Name:	PAOLO CERATI		
Gender:	Male	Date of Birth:	14/09/1973
Nationality:	Italy	N.R.C./Passport:	YA8924974

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	44,550	44,550.00	0.00

Name:	RUDOLF WALTER GILDEMEISTER		
Gender:	Male	Date of Birth:	15/03/1966
Nationality:	Switzerland	N.R.C./Passport:	X1435481

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	9,900	9,900.00	0.00

Name:	RUSSELL EDWARD OLIVER		
Gender:	Male	Date of Birth:	24/07/1970
Nationality:	United Kingdom	N.R.C./Passport:	761224501

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	22,275	22,275.00	0.00

Myanmar Companies Online Registry - Company Extract

Company Name (English)	**Company Name (Myanmar)**
FRESCO MYANMAR COMPANY LIMITED	-

Mortgages and Charges

Form / Filing Type	Effective Date
No records available	

Details about all mortgages and charges can be accessed from the Company Profile Filing History at no charge.

Filing History

Form / Filing Type	Effective Date
AR | Annual Return	22/04/2019
A-1 | Application for incorporation as a private company limited by shares	05/10/2018

The Government of the Republic of the Union of Myanmar

Ministry of Planning and Finance

Directorate of Investment and Company Administration

Notification No. 60 /2018

13th Waning of First Waso, 1380 M.E.

(10^{th} July 2018)

Prescribed Model Constitution under the Myanmar Companies Law2017

In exercise of the power conferred under section 462(a) of the Myanmar Companies Law 2017, the Directorate of Investment and Company Administration issues this Notification.

1. The prescribed form of model constitution for a private company limited by shares is set out in Schedule One to this Notification.

2. This Notification shall come into effect on 1 August 2018.

(Aung Naing Oo)

Registrar

Company Constitution

of Fresco Myanmar Company Limited

(*Company*)

Adopted on 5 **/** 10 **/** **20**18

Note 1: This is a model form of constitution which has been prepared for private companies limited by shares. It provides maximum flexibility in the management and administration of companies. A company may include provisions which limit the objectives and powers of the company. The model constitution should be reviewed carefully prior to being adopted to ensure that it best serves the objectives of the company and its members as a whole.

Note 2: If the company is to be a company limited by guarantee, the constitution should state the amount of the guarantee, that the liability of members is limited by the amount of the guarantee and that each member undertakes to contribute to the assets of the company in the event of it being wound up in accordance with the law. If the company is to be a company limited by guarantee without share capital, all clauses relating to shares and share capital should be deleted from the constitution.

Note 3: An alternative form of constitution should be adopted if the proposed company is to be an unlimited company.

Note 4: A company may adopt its own constitution and is not required to use this model constitution.

Table of contents

Chapter 1 Definitions

1. In this Constitution, subject to clause 2, unless the context otherwise requires:

(a) **corporate representative** means a person appointed as a body corporate Member's representative under the Law.

(b) **Board** means the Directors acting together as a board of directors which will be the single Director in the case of a single director company.

(c) **Director** means a person appointed as a director of the Company in accordance with this Constitution and the Law.

(d) **distribution** includes a return of capital, bonus share issue, payment in respect of any share buy-back and any other income or capital distribution.

(e) general meeting means a general meeting of the Company.

(f) **Law** means the Myanmar Companies Law 2017 (Pyidaungsu Hluttaw Law No. 29) as amended and in effect from time to time.

(g) **Lien Monies** has the meaning given in clause 28(a).

(h) **Member** means a person who is entered in the Register as the holder of one or more Shares.

(i) **Office** means the registered office of the Company.

(j) **Ordinary Resolution** means a resolution which has been passed by a simple majority of the votes of Members entitled to vote as are present in person or by proxy at a general meeting of which notice specifying the intention to propose the resolution as an ordinary resolution has been duly given.

(k) **Outstanding Monies** has the meaning given in clause 29(b).

(l) **poll** means, for the purposes of voting, a count of votes attached to shares held by each Member.

(m) **Register** means the register of the Company's members required to be set up and maintained under the Law.

(n) **resolution** means any resolution and includes a resolution of the Directors, an Ordinary Resolution and a Special Resolution.

(o) **Seal** means the common seal of the Company.

(p) **Secretary** means any person appointed as a secretary of the Company in accordance with this Constitution and the Law.

(q) **Share** means a share in the share capital of the Company.

(r) **show of hand** means, for the purposes of voting, a count of hands of Members.

(s) **Special Resolution** means a resolution which has been passed by a majority of not less than three-fourths of the votes of Members entitled to vote as are present in

person or by proxy at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given.

Definitions in the Law

2. All words used in this Constitution which have been defined in the Law have the same meaning as given to them in the Law, unless otherwise stated.

Constitution subject to the Law

3. This Constitution is subject to the Law. Where there is any conflict or inconsistency between a clause of this Constitution and the Law, except to the extent that such conflict or inconsistency is permitted under the Law, the Law prevails in respect of the conflict or inconsistency.

Chapter 2 Preliminary matters

4. This is the constitution of the Company.

5. The Company is a company limited by shares and the liability of each Member is limited to the amount unpaid (if any) on Shares held by them in accordance with the Law.

6. Subject to any decision of Members in accordance with the Law, the Company will have the following classes of Shares:

   (a) ordinary shares (which shall have the rights as set out in the Law); and

   (b) the additional classes of Shares, if any, set out in the Schedule (which shall have the rights set out in the Schedule); and

   (c) any other classes of shares issued in accordance with the Law.

7. No Member may hold less than one Share.

8. The Company's Office will be situated in the Republic of the Union of Myanmar.

Chapter 3 Share capital

Allotment and issue of Shares

9. Subject to the Law, the Company may:

   (a) allot and issue Shares to any persons, on any terms and at those times as the Directors determine;

   (b) grant an option over the issue of any Shares to any persons, on any terms and during any time as the Directors determine; and

   (c) without limiting clause 9(a), allot and issue Shares with any preferential, deferred or special rights or with any restrictions (whether in regard to dividends or other distributions, voting or otherwise) as the Directors determine.

Company may issue preference Shares

10. Subject to the Law, and without limiting clause 9, the Company may allot and issue preference Shares on any terms the Directors determine including preference Shares which are, or which at the option of the Company or holder or both may be, liable to be redeemed or converted into ordinary Shares.

Applications for Shares

11. If the Company receives an application for a Share by or on behalf of a person and the Company allots a Share to the person as a consequence of that application, the application is to be treated as:

    (a) an agreement by the person to accept that Share subject to the terms on which the Share is allotted;

    (b) a request by the person for the Company to enter the person's name in the Register as the holder of that Share; and

    (c) an agreement by the person to become a Member and, subject to the Law, to be bound by this Constitution.

Joint holders

12. Two or more persons registered as the holders of any Share are deemed to hold the Share as joint holders, subject to the following provisions:

    (a) the joint holders are jointly and severally liable for all payments (including amounts payable under a call) which are required to be made on, for or in respect of the Share;

    (b) if a joint holder dies, the survivor or survivors are the only person or persons recognised by the Company as having any title to the Share, but the Directors may require evidence of death;

    (c) any one joint holder may give a valid receipt for any dividend or other distribution to the joint holders;

    (d) delivery of a notice, a report, accounts or a certificate for the Share to any joint holder is sufficient delivery to all the joint holders; and

    (e) the joint holders shall be treated as a single Member.

Recognition of trusts or other interests in Shares

13. Subject to the Law, the Company may treat the registered holder of any Share as the absolute owner of that Share and, accordingly, the Company is not required to recognise (whether or not it has notice):

    (a) a person as holding a Share on any trust; or

    (b) any equitable, contingent, future or partial interest in any Share.

Chapter 4 Certificates

Issue of certificates

14. If the Company is required by the Law to issue a certificate for any Shares, the certificate must be issued in accordance with, and must include all information required by, the Law.

Member's entitlement to certificate

15. Subject to this Constitution, each Member is entitled upon request and free of charge to one certificate for each class of Shares registered in their name.

Certificate for joint holders

16. If Shares are registered in the names of two or more persons, the Company is only required to issue one certificate for each class of those Shares.

Cancellation of certificate on transfer or transmission

17. Subject to this Constitution and to the requirements of the Law, on every application to register the transfer of any Shares, or to register any person as a holder of any Shares which have been transmitted to that person by operation of law, the certificate for those Shares must be delivered to the Company for cancellation if such a certificate has been issued.

Replacement of certificates

18. The Company must issue a replacement certificate to a Member upon request if a certificate for any Share is:

    (a) worn out or defaced, on delivery of the worn out or defaced certificate to the Company; or

    (b) lost or destroyed, when the Company is given:

        (i) evidence that the certificate has been lost or destroyed, and has not been pledged, sold or otherwise disposed of; and

        (ii) an undertaking to return the certificate to the Company, if found or received.

19. The Company must issue all replacement certificates within 28 days after receiving the original certificate or being given the evidence and other items referred to in clause 18(b), as applicable, or such shorter period (if any) required under the Law.

Chapter 5 Lien & Forfeiture

Lien

20. The Company has a first and paramount lien on each Share for:

    (a) all amounts due and unpaid on the Share;

    (b) all amounts owing to the Company for acquiring the Share;

    (c) all amounts payable to the Company in respect of the Share;

(d) interest (if any) accrued under clause 40 (including as a result of the application of that clause to any debt or amounts under clause 39); and

(e) reasonable costs and expenses incurred by the Company because an amount referred to in this clause is not paid when due.

Extent of lien

21. The Company's lien on a Share extends to all dividends and other distributions and other amounts payable to the holder of the Share in respect of the Share, including the proceeds of the sale or other disposal of the Share. The Company may deduct from or set-off against any dividends or other distributions or other amounts subject to the Company's lien any amounts, interest and costs and expenses referred to in clause 20.

Exemption from lien

22. The Company may at any time:

(a) exempt a Share in whole or in part from the provisions of clauses 20 and 21; or

(b) except in respect of an amount unpaid on a Share, waive or compromise payment of all or any part of any amounts, interest and costs and expenses referred to in clause 20.

Company may forfeit instead of exercising lien

23. If clauses 24 to 26 apply to a Share to which clauses 20 to 22 also apply, the Company may choose which of the lien or forfeiture procedures under this clause it will use. Choosing to use one of the procedures under a clause does not limit the Company's rights to use the other procedures under the other clauses.

Forfeiture on non-payment of calls

24. Without limiting clauses 20 to 22, unless the Company otherwise determines, any Share on which a call is unpaid (in whole or in part) will, 28 days after the Company gives notice to the Member that the day for its payment has expired, be absolutely forfeited without any resolution of the Directors or other proceeding being required. Subject to the Law, the Company may then cancel or sell or otherwise dispose of the forfeited Share.

Evidence of forfeiture

25. A written statement declaring that the person making the statement is a Director or Secretary and that a Share has been forfeited on a date stated in the statement, is conclusive evidence of the facts stated in the statement as against all persons claiming to be entitled to or otherwise have an interest in the Share.

Effect of forfeiture

26. On forfeiture of a Share, the person whose Share is forfeited:

(a) ceases to be a Member in respect of the forfeited Share;

(b) without limiting clause 26(a), loses all entitlements to dividends or other distributions determined or declared or otherwise payable in respect of the forfeited Share and not actually paid; and

(c) remains liable to pay the Company all amounts which, at the date of forfeiture, were payable by them to the Company on, for or in respect of the forfeited Share, including all interest (if any) accrued under clause 40. The Company is under no obligation to enforce payment.

Sale of Share under lien or sale of forfeited Shares

27. The Company may sell or otherwise dispose of any Share on which the Company has a lien subject to clause 28, or which it has determined shall be forfeited, on any terms and in any manner the Directors determine, provided the sale or other disposal is in accordance with any applicable requirements of the Law.

28. The Company may not sell any Share on which it has a lien unless:

(a) an amount in respect of which the lien exists (**Lien Monies**) is presently due; and

(b) the Company has, not less than 28 days before the date of sale, given a written notice to the person registered as the holder of the Share stating that the Lien Monies is presently due and demanding payment of the Lien Monies in full, and the Lien Monies has not been paid in full in accordance with such notice.

Proceeds of sale

29. The Company must apply the proceeds of the sale or other disposal of a Share under this chapter 5:

(a) first, in payment of all costs and expenses incurred in selling or otherwise disposing of the Share; and

(b) second, in payment of the Lien Monies (in the case of a lien) or, in in payment of the amounts payable on, for or in respect of the forfeited Share by the registered holder of the Share, and unpaid (**Outstanding Monies**).

30. The Company must pay the balance (if any) to the person registered as the holder of the Share immediately before the Share was sold or otherwise disposed of or as that person directs.

Effecting the sale or other disposal

31. The Company may do all things necessary or desirable to facilitate and effect the sale or other disposal of a Share pursuant to this chapter 5.

32. The transferee or other recipient of any Share sold or otherwise disposed of under this chapter 5 is not required to see that the proceeds of the sale or other disposal are properly applied as set out in this chapter 5. The transferee or other recipient's title to the Share is unaffected by any irregularity or invalidity in connection with the sale or other disposal or the application of the proceeds of the sale or other disposal.

33. The transferee or other recipient of any Share sold or otherwise disposed of under this chapter 5 is discharged from liability for any amounts called on the Share which were due before the sale or other disposal of the Share, unless otherwise agreed by the transferee or other recipient and the Company.

No release of liability

34. Where the proceeds of the sale or other disposal of a Share under this chapter 5 (after payment of all costs and expenses incurred in selling or otherwise disposing of the Share) are insufficient to pay the Lien Monies or Outstanding Monies in full, the person or persons liable to pay the Lien Monies or Outstanding Monies remain liable to the Company for the balance of the Lien Monies or Outstanding Monies. Nothing in, or done pursuant to, this chapter 5 releases a person who is or was registered as the holder of any Share, from any liability to the Company in respect of the Lien Monies or Outstanding Monies.

Remedies

35. The remedy of any person aggrieved by the sale or other disposal of their Shares under this chapter 5 is limited to a right of action in damages against the Company to the exclusion of any other right, remedy or relief against the Company or any other person.

Chapter 6 Calls

Company may make calls

36. The Company may:

    (a) make calls as the Directors determine on a Member for any or all of the amounts unpaid on Shares held by the Member which are not payable at fixed times under the terms of issue of the Shares;

    (b) make a call payable by instalments; and

    (c) revoke or postpone a call or extend the time for payment of the call.

Time of call

37. A call is deemed to have been made when the resolution of the Directors authorising that call is passed or as otherwise specified in the resolution.

Notice and payment of calls

38. The Company must give written notice of a call on a Member to the Member at least 21 days before the amounts called are due. The notice must specify the time and a reasonable method for payment. The non-receipt of any notice of a call by, or the accidental omission to give notice of a call to, the Member will not invalidate the call.

Fixed payments deemed calls

39. Any amount which, by the terms of issue of a Share, becomes payable on issue or at any fixed date, will for the purposes of this Constitution be deemed to be a call for that amount duly made, notified and payable on the date on which the amount is payable. In the case of non-payment, all the provisions of this Constitution relating to non-payment of calls, including payment of interest, costs and expenses, forfeiture and the cancellation or the sale or other disposal of the Member's Shares will apply as if the amount had become payable by virtue of a call duly made and notified.

Interest on amounts not paid

40. Amounts called on a Share and not paid on or before the date for payment bear interest from the date for payment to the time of actual payment at any reasonable rates the Directors may determine. The Company may waive payment of interest, either in whole or in part.

Payment of calls

41. A Member must pay the amount of each call made on them at the times and by the methods determined by the Directors or the terms of issue of the Shares on which the call is made.

Prepayment of calls

42. A Member may at any time pay to the Company all or any part of the amount unpaid on the Shares held by the Member beyond the amounts actually called (if any).

Chapter 7 Transfer of Shares

Transfer document

43. Subject to this Constitution and the Law, a Member may transfer any Shares by a transfer document duly stamped and delivered to the Company. The transfer document must:

    (a) be in writing in the usual or common form or in any other form as the Directors may determine or agree to accept;

    (b) include all information required by the Law, including a declaration by the transferor or transferee (or both of them) as to whether as a result of the transfer an overseas corporation or other foreign person (or combination of them) will acquire or cease to have an ownership interest in the company's shares;

    (c) be signed by or on behalf of the transferor and transferee or as otherwise permitted by the Law; and

    (d) be accompanied by the certificate (if required by Law and if such certificate has been issued) for the Shares to be transferred and any other evidence the Directors may require to prove the title of the transferor to or their right to transfer the Shares.

Registration of transfer

44. Subject to clause 45, the Company must register each transfer of Shares which complies with clause 43 and must do so without charge.

Directors may refuse to register transfer

45. Subject to the Law, the Directors may refuse to register any transfer of Shares if, within 21 days of receipt of the application for transfer and other documents required by this chapter 7, the Board passes a resolution to this effect setting out the reason for refusing the transfer and the Company then sends to the transferee and the transferor notice of this refusal, including the reasons for such refusal, within a further 7 days of passing the resolution.

Retention and return of transfer document

46. The Company must:

(a) retain all transfer documents for registered transfers of Shares for the period determined by the Directors or otherwise required by law; and

(b) except in the case of fraud or suspected fraud, return on demand any transfer document for a transfer of Shares which the Directors refuse to register to the person who delivered the document.

Transfer not complete until name entered in the Register

47. The transferor of a Share remains the holder of the Share until the name of the transferee is entered in the Register as the holder of the Share.

Chapter 8 Transmission of Shares

Death of a Member

48. If a Member dies and the Member:

(a) was a joint holder of any Shares, any surviving joint holders are the only persons the Company will recognise as having any title to or interest in those Shares; or

(b) was the sole holder of any Shares, the legal personal representatives of the Member are the only persons the Company will recognise as having any title to or interest in those Shares.

49. Nothing in clause 48 releases the estate of a deceased Member from any liability for any amount unpaid on, or otherwise owing to the Company for or in respect of a Share, whether that Share was held by the deceased solely or jointly with one or more other persons.

Chapter 9 Alteration of capital

50. The Company may alter its capital in any manner permitted by the Law. Subject to the Law, the Directors may do anything required to give effect to any resolution which alters the Company's share capital.

Chapter 10 Variation or cancellation of rights or restrictions

Variation or cancellation of rights of or restrictions on class of Shares

51. Subject to the terms of issue of any Shares and the Law, all or any of the rights and restrictions attached to or imposed on any class of Shares may only be varied or cancelled, including by converting or reclassifying Shares from one class to another:

(a) with the written consent of holders of at least 75% of the Shares of that class; or

(b) with the approval of a Special Resolution passed at a meeting of holders of the Shares of that class.

No variation by issue of further Shares ranking equally

52. Subject to the terms of issue of any Shares, the rights or restrictions attaching to or imposed on the Shares of any class will not be deemed to be varied by the allotment or issue of further Shares ranking equally in respect of those rights and restrictions.

Changes to this Constitution

53. Each Member agrees to be bound by any modification of this Constitution made in accordance with the Law after the date on which they become a Member.

Chapter 11 General meetings

Annual general meetings

54. Annual general meetings must be held if required by and in accordance with the Law. The business of an annual general meeting may include:

    (a) where the Company is required to prepare such reports, receiving and considering the annual financial report, directors' report and auditor's report;

    (b) electing Directors; and

    (c) where the company is required to appoint an auditor, the appointment of the auditor;

    whether or not this is stated in the notice of meeting.

Convening general meetings

55. Subject to the Law, any Director may convene a general meeting at a reasonable time and place they determine.

Members may requisition general meeting

56. Members may requisition the holding of a general meeting in accordance with the Law. The Directors must convene a meeting so requisitioned in accordance with the time limits under the Law.

Notice of general meeting

57. If the Company is a private company, at least 21 days' notice of a general meeting must be given, or if the Company is a public company, at least 28 days' notice of a general meeting must be given.

58. Notice of a general meeting must be given in the manner provided by this Constitution and the Law to the Members and those persons who are otherwise entitled under this Constitution or the Law to receive notices of general meetings, and must include or be accompanied by all information required by the Law.

Directors entitled to notice of general meeting

59. A Director is entitled to receive notice of, attend and speak at all general meetings.

Omission to give notice of general meeting or comply with notice requirements

60. Subject to the Law:

(a) the accidental omission to give notice of a general meeting (or any postponement or, if required, adjournment of or change to the meeting) to, or non-receipt of any such notice by, any Member or any person who is otherwise entitled under this Constitution or the Law to receive notices of general meetings; or

(b) failure to strictly comply with clause 58 in respect of a notice of a general meeting,

does not invalidate any of the proceedings at the meeting.

Class meetings

61. The provisions of this Constitution relating to general meetings apply so far as they are capable of application and with any necessary changes to every meeting of the holders of a class of Shares except that:

(a) a quorum is constituted by:

(i) if one person holds all of the Shares of the class, that person; or

(ii) if two or more persons hold the Shares of the class, at least two persons who hold Shares of the class; and

(b) any holder of Shares of the class present at the meeting may demand a poll.

Chapter 12 Proceedings at general meeting

Member deemed to be present

62. A Member may attend a general meeting, and is deemed to be present, in any of the following ways:

(a) in person;

(b) by attorney;

(c) by proxy; or

(d) in the case of a Member which is a body corporate, by a corporate representative.

Attorney of Member

63. Any Member may appoint an attorney to act on their behalf at any or all general meetings or all general meetings during a specified period. Before the first meeting at which the attorney acts on the Member's behalf, the power of attorney validly appointing the attorney must be deposited at the Office or at any other place specified in the notice of the meeting for that purpose. If requested by the chair of any general meeting to which the power of attorney relates, the attorney must deliver to the chair a duly executed declaration of non-revocation of the power of attorney. Subject to the Law, the chair's decision or, in the chair's absence, the Directors' decision as to the validity of a power of attorney is final and binding.

Representative of body corporate

64. Any Member that is a body corporate may, in accordance with the Law, authorise any person to act as its representative at any or all general meetings or all general meetings during a specified period. That corporate representative is then entitled to exercise the same powers as the body corporate appointing the corporate representative could have exercised as a Member at the relevant general meetings or in voting on a resolution, if it were a natural person.

Quorum for general meeting

65. No business may be transacted at any general meeting unless a quorum is present at all times during the meeting. A quorum is constituted by:

    (a) if the Company has only one Member, that Member; and

    (b) if the Company has two or more Members, two Members.

No quorum

66. If a quorum is not present within 30 minutes after the time appointed for a general meeting:

    (a) any meeting convened by Members or by the Directors on request of Members is dissolved; and

    (b) any other meeting stands adjourned to the same day in the next week at the same time and place or to any other day, time and place as the Directors may determine and give notice of to the Members and those persons who are otherwise entitled under this Constitution or the Law to receive notices of general meetings. If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, then those Members who are present are deemed to be a quorum and may transact the business specified in the original notice convening the meeting.

Chair of general meeting

67. The chair of the Directors or, in the chair's absence, the deputy chair of the Directors (if any) will be entitled to take the chair at every general meeting. If there is no chair or deputy chair of the Directors, or if neither of them is present within 30 minutes after the time appointed for holding the meeting or willing to take the chair, the Directors present at the meeting may choose a chair of the meeting. If the Directors do not choose a chair of the meeting, the Members present must choose one of the Directors to be chair, and if no Director is present or willing to take the chair, the Members must choose one of the Members (or their proxy, attorney or corporate representative) to be chair.

68. The chair of a general meeting may, in the case of a conflict of interest or otherwise in their discretion, appoint someone else (who need not be a Director) to chair one or more items of business or resolutions at the meeting. While acting as chair the appointee may exercise all of the chair's powers and discretions conferred by this Constitution or the Law. The chair resumes the chair after the appointment concludes.

Powers of chair

69. The chair of a general meeting is responsible for the general conduct of and procedures at the meeting. The chair's decisions about general conduct and procedures is final and binding.

70. At any general meeting, if the chair of the meeting declares that a resolution has been carried, or carried by a particular majority, or not carried and an entry to that effect is recorded in the minutes of the meeting, that declaration is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against or abstained on that resolution.

Adjournment of general meeting

71. Subject to clause 72, the chair of a general meeting may adjourn the meeting to a different day, time and place, but only business left unfinished at the meeting from which the adjournment took place may be transacted at the adjourned meeting.

72. Clause 71 does not permit the chair of a general meeting to adjourn a meeting convened by a single Director, or in accordance with the Law by Members, by the Directors on request of Members or by a court unless the persons who convened the meeting (or at the request of whom the meeting was convened) consent to the adjournment.

Notice of adjourned general meeting

73. If a general meeting is adjourned for more than 28 days, notice of the adjournment must be given to all Members and those persons who are otherwise entitled under this Constitution or the Law to receive notices of general meetings in the same manner in which notice was, or ought to have been, given of the original meeting.

Chapter 13 Voting

Resolution determined by majority

74. At a general meeting all proposed resolutions will be decided by a simple majority of votes except where a greater majority is required by this Constitution or the Law.

Casting vote of chair

75. If, on a resolution at a general meeting, an equal number of votes occurs on a show of hands or on a poll, the chair of the meeting has a casting vote in addition to any votes to which the chair may be entitled as a Member, proxy, attorney or corporate representative.

Method of voting

76. Each proposed resolution at a general meeting will be determined by a show of hands unless, before a vote is taken or before or immediately after the declaration of the result of the vote on a show of hands, a poll is demanded as provided by the Law.

Demand for poll

77. A poll may be demanded on any resolution at a general meeting by:

(a) at least five Members present and entitled to vote on the resolution;

(b) any one or more Members present and holding Shares conferring not less than 10% of the votes that may be cast on the resolution on a poll; or

(c) the chair of the meeting.

Conducting a poll

78. If a poll is demanded on any resolution at a general meeting, the chair of the meeting:

    (a) will decide the manner in which, and the date and time at which, the poll is taken;

    (b) must ascertain the number of votes attaching to Shares held or represented by persons voting in favour of the resolution and by those voting against the resolution; and

    (c) will determine any dispute about admitting or rejecting a vote and that determination, made in good faith, will be final and binding.

Votes

79. Subject to this Constitution and the rights or restrictions on voting on any class of Shares:

    (a) on a show of hands every Member present has one vote; and

    (b) on a poll every Member present has:

        (i) one vote for each fully paid Share held by that Member; and

        (ii) a fraction of a vote for each partly paid Share, equivalent to the proportion which the amount paid is of the total amounts paid and payable for that Share.

80. A person entitled to cast more than one vote on a poll need not use all their votes or cast all the votes they use in the same way.

Voting by proxy

81. A Member who is entitled to vote on a proposed resolution at a general meeting may appoint a person as that Member's proxy to attend the meeting and vote on that Member's behalf.

82. A proxy may demand or join in demanding a poll.

83. If a Member is present at any general meeting for which the Member has validly appointed a proxy to attend and vote for the Member, the proxy's authority to:

    (a) speak for the Member is suspended while the Member is present; and

    (b) vote for the Member on any proposed resolution is not suspended while the Member is present but is revoked by the Member voting in person.

84. Subject to the Law, a proxy may vote or abstain from voting on a proposed resolution at a general meeting as they choose. However, if the instrument appointing the proxy directs the way in which the proxy must vote or abstain from voting, then the proxy may only vote or abstain in that way.

Validity of vote given in accordance with proxy, attorney or representative

85. Unless the Company has received written notice of the matter before the start or resumption of the general meeting at which a person votes as a proxy, attorney or corporate representative of a Member, a vote cast by the person will be valid even if, before the person voted, the Member:

    (a) dies;

(b) is mentally incapacitated;

(c) revokes the person's appointment or authority;

(d) revokes the authority under which the person was appointed by a third party; or

(e) transfers the Share for which the appointment or authority was made or given.

Voting if call unpaid on Shares

86. A Member may not, at any general meeting, vote any Share they hold if any amounts are due and payable to the Company at the time of the meeting on, for or in respect of the Share. This does not restrict the Member from voting any other Shares which they hold, including, subject to clause 79(b)(ii), partly paid shares.

Voting by joint holders

87. Subject to clause 88, a joint holder of Shares entitled to vote on a proposed resolution at a general meeting may vote all of the Shares in respect of which they are joint holder on that resolution.

88. If more than one joint holder of Shares is present at any general meeting and tenders a vote on a proposed resolution, only the vote of the joint holder whose name appears first on the Register will be counted.

Voting by transmittee

89. If a person entitled to a Share because of the transmission of the Share to them by operation of law gives the Company, at least 48 hours before the time notified for a general meeting (or a postponed or adjourned meeting), evidence of the entitlement as the Directors may require, that person may exercise the rights in respect of the Share (including voting the Share) at the meeting as if that person were registered as the holder of the Share.

Ruling on entitlements and votes

90. A person may only object to whether a purported voter is entitled to vote or a vote by any person present and entitled (or claiming to be entitled) to vote should be admitted or rejected, at the meeting at which the purported voter wishes to vote or the vote objected to is given or tendered. The objection must be determined by the chair of the general meeting, whose decision is final and binding. A vote not disallowed as a result is valid and effective for all purposes.

Chapter 14 Resolutions without meetings

Where only one Member

91. If the Company has only one Member, the Company may pass a resolution without a general meeting being held if that Member (or their attorney or corporate representative) records the resolution and signs the record.

Where more than one Member

92. If the Company is a private company and has more than one Member, the Company may pass a resolution, other than a resolution to remove an auditor under the Law, without a general meeting being held if all the Members entitled to vote on the resolution (or their attorneys or corporate representatives) sign a document containing a statement that they are in favour of the resolution set out in the document. Identical copies of the document and accompanying information may be distributed for signing by different Members. The resolution is passed when all of the Members have signed the document.

Chapter 15 Proxies

Instrument appointing proxy

93. An instrument appointing a proxy must be in writing and signed by the appointor and include the Member's name and address, the Company's name, the proxy's name and the meetings at which the proxy may be used (which may be all meetings).

94. An appointment of proxy may be a standing one.

Deposit of proxy with Company

95. An instrument appointing a proxy and the power of attorney (if any) under which it is signed must be received by the Company at least 48 hours before the time for holding the general meeting to which the proxy relates and may be:

    (a) delivered to the Office;

    (b) sent by fax to the Office or to any other fax number specified in the notice of the meeting for that purpose;

    (c) sent by email or other means to an electronic address specified in the notice of the meeting for that purpose; or

    (d) otherwise received by any other means specified in the notice of meeting, notified by the Company from time to time or otherwise permissible under the Law.

Validity of proxy

96. Subject to the Law, the decision of the chair of a general meeting or, in the chair's absence, the Directors' decision as to the validity of an instrument appointing a proxy or the power of attorney (if any) under which it is signed is final and binding.

Chapter 16 The Directors

Number of Directors

97. The number of Directors must not be less than one (if the Company is a private company) or three (if the Company is a public company).

Directors must be natural persons

98. A Director must be a natural person.

Directors' tenure of office

99. Subject to the Law, each Director will hold office until they are removed under this Constitution or automatically cease to be a Director in accordance with the Law.

No Share qualification

100. A Director is not required to hold any Shares.

Appointment or removal of Directors

101. Directors may be appointed or removed by Ordinary Resolution or by notice in writing to the Company signed by or on behalf of all Members.

Directors may fill casual vacancies or appoint additional Directors

102. The Directors also have power at any time to appoint any other person as a Director either to fill a casual vacancy or as an addition to the Board provided that the total number of Directors must not at any time exceed the maximum number for the time being fixed by or under this Constitution (if any).

Alternate Director

103. Subject to the Law, each Director may, with the approval of the other Directors, appoint a person (whether or not a Member) to act as an alternate Director in that Director's place during any period the appointing Director determines. The appointment must be in writing and signed by the appointing Director and a copy of the appointment must be given to the Company at the Office or to a meeting of the Directors.

104. Any alternate Director:

(a) may be removed or suspended from office by written notice to the Company from the Director who appointed the alternate (**appointer**);

(b) is entitled to receive notice of, attend (if the appointer is not present) and be counted towards a quorum at meetings of Directors;

(c) is entitled to vote at meetings of Directors they attend on all resolutions on which the appointer could vote had that appointer attended and, where the alternate is a Director in the alternate's own right, will have a separate vote on behalf of the appointer in addition to the alternate's own vote;

(d) is not required to hold any Shares;

(e) subject to the terms of their appointment, may exercise any powers that the appointer may exercise in the alternate's own right where the appointer is unavailable for any reason except the power to appoint an alternate Director.

(f) will automatically vacate office if the appointer is removed or otherwise ceases to be a Director;

(g) while acting as a Director, is:

(i) an officer of the Company and not the appointing Director's agent; and

(ii) responsible to the Company for the alternate's own acts and defaults;

(h) is not entitled to receive any remuneration from the Company but is entitled to paid or reimbursed for reasonable travelling and other costs and expenses incurred in attending and returning from meetings of Directors, any committee of the Directors or any general meetings or otherwise in connection with the Company's business; and

(i) may act as an alternate for more than one Director.

Remuneration of Directors

105. Directors may be paid remuneration for their services as Directors.

106. Subject to the Law and any restriction or limit imposed by the Company in general meeting and the terms of any agreement entered into with any Director, the Board may determine:

(a) the amount and form of remuneration to be paid to each Director; or

(b) the aggregate amount and form of remuneration to be paid to all Directors and may divide the aggregate remuneration among themselves in any proportions and in any manner as they may determine. If the Directors do not or are unable to make a determination as to the apportionment of the aggregate remuneration, it must be divided among them equally.

Expenses of Directors

107. In addition to any remuneration, the Directors are entitled to be paid or reimbursed all reasonable travelling and other costs and expenses incurred by them in attending and returning from meetings of the Directors, any committee of the Directors or any general meetings or otherwise in connection with the Company's business.

Chapter 17 Directors' contracts

Directors not disqualified from holding office or contracting with Company

108. Subject to the Law:

(a) no Director will be disqualified by virtue of being a Director from holding any office or position of profit with the Company or any other person;

(b) no Director will be disqualified by virtue of being a Director from contracting with the Company or any other person; and

(c) no contract referred to in this chapter 17 or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested can be avoided, and no Director will be liable to account to the Company for any profit arising from that contract or arrangement or from any office or position referred to in this chapter 17, by reason only of that Director holding that office or position or the Director's fiduciary relationship with the Company.

Director can act in professional capacity

109. Subject to the Law, a Director or a Director's firm may act in a professional capacity for the Company and be remunerated for doing so.

Director may vote on contract in which the Director is interested

110. Subject to compliance with clause 111, a Director may be present and vote at a meeting of Directors on any matter about any contract or arrangement in which the Director is interested (whether directly or indirectly) and may be counted in a quorum for the meeting at which the matter is considered and may affix the Seal to, and execute or otherwise act in respect of, that contract or arrangement provided that the other directors pass a resolution that identifies the director and the nature of the interest and states that those directors are satisfied that the interest should not disqualify the director from being present at the meeting or voting.

Directors to declare interest

111. Except where the Law does not require it, any Director who has a material personal interest in a matter that relates to the Company's affairs must give the other Directors notice of that interest, by giving details of the nature and extent of the interest and its relation to the Company's affairs and by otherwise meeting the requirements of the Law, at a meeting of Directors as soon as possible after the Director becomes aware of their interest in the matter.

Directors to declare potential conflicts

112. Any Director who holds any office or position or possesses any property or assets in circumstances where the holding or possession might, either directly or indirectly, create conflicting duties or interests with those duties or interests that the Director has in their capacity as a Director, must declare the fact of holding that office or position or possessing that property or assets, and the nature and extent of any conflict, at the first meeting of Directors held after they become a Director or (if already a Director) at the first meeting of Directors held after they become aware of the relevant facts which give rise to the conflict.

Chapter 18 Powers of Directors

Powers of Directors

113. The Directors will manage or cause the management of the business of the Company and may exercise, or cause to be exercised, all powers, authorities and discretions of the Company that are not, by the Law or by this Constitution, required to be exercised by the Company in general meeting.

114. Except as permitted or required by the Law or this Constitution, no Member may direct the Company or the Directors in the exercise of the powers, discretions and authorities conferred on the Company or the Directors under this Constitution.

115. Directors powers will be exercised in the manner provided and permitted by this constitution and the Law.

Powers to borrow or raise money and pay costs and expenses

116. Without limiting clause 113, the Directors may:

(a) borrow or raise any sum of money or obtain other financial accommodation for Company purposes, and may grant mortgages and charges or otherwise provide security for the repayment of that sum or financial accommodation or the payment, performance or fulfilment of any debts, liabilities, contracts, arrangements or obligations incurred, entered into or performed by the Company in any manner and on any terms as they determine, including by granting any security on its uncalled or unpaid capital for the time being; and

(b) pay, or cause to be paid, all costs and expenses incurred in forming and promoting the Company.

Directors may vote shares in other companies

117. Subject to the Law, the Directors may exercise the voting power conferred by the shares in any company held by the Company in any manner they determine, including in circumstances where a Director may be interested in the exercise, such as an exercise in favour of any resolution appointing a Director as an officer of the other company or voting or providing for the payment of remuneration to officers of the other company.

Agent or attorney

118. The Directors may at any time appoint any person to be an agent or attorney of the Company for any purpose and with any of the powers, authorities and discretions exercisable by them, any Director, the Secretary, or any officer under this Constitution or the Law, and may revoke, vary or suspend that appointment, on any terms they determine.

Delegation of powers

119. The Directors may delegate any of the powers, authorities and discretions exercisable by them under this Constitution or the Law to a committee of Directors, a single Director, an employee of the Company or any other person, and may revoke, vary or suspend that delegation, on any terms they determine.

Chapter 19 Proceedings of Directors

Board meetings

120. The Directors may meet:

(a) in person;

(b) by telephone;

(c) by audiovisual linkup; or

(d) by any other instantaneous communications medium,

for dispatch of business, and adjourn and otherwise regulate their meetings as they determine.

Director to be regarded as present at Board meeting

121. A Director is regarded as present at a meeting of Directors where the meeting is conducted by telephone, audiovisual linkup or other instantaneous communications medium if the Director is able to hear, and to be heard by, all other Directors attending the meeting.

Place of Board meeting

122. A meeting of Directors conducted by telephone, audiovisual linkup or other instantaneous communications medium will be deemed to be held at the place agreed on by the Directors attending the meeting, provided that at least one of the Directors present at the meeting was at that place for the duration of the meeting. Meetings may be held outside the Republic of the Union of Myanmar.

Convening of Board meeting

123. A Director may at any time, and the Secretary (if any) on the request of a Director must, convene a meeting of Directors.

Notice of Board meeting

124. Notice of every meeting of Directors must be given to each Director, but failure to give or receive that notice will not invalidate any meeting.

Directors may act notwithstanding vacancy

125. The Directors may act despite there being a vacancy on the Board, but if and so long as their number is below the number required for a quorum, they must not act except in an emergency or to fill a vacancy or to convene a general meeting.

Quorum for Board meeting

126. No business may be transacted at any meeting of Directors unless a quorum is present at the start of the meeting. Unless the Directors otherwise determine, a quorum is constituted by:

(a) if the Company has only one Director, that Director; and

(b) if the Company has two or more Directors, two Directors.

127. If a quorum is present at the beginning of a meeting of Directors, it is deemed to be present throughout the meeting even if a Director absents themselves, or abstains from voting, for any reason.

Board meeting competent to exercise all powers

128. A meeting of Directors at which a quorum is present will be competent to exercise all or any of the powers, authorities and discretions exercisable by the Directors under this Constitution or the Law.

Chair of Board meetings

129. The Directors must elect a chair of their meetings and determine the periods for which the chair is to hold office. If no chair is elected or if at any meeting the chair is present within 15 minutes after the time appointed for the meeting, the Directors present at the meeting may choose one of the Directors present to be chair of the meeting.

Questions to be decided by majority

130. Questions arising at or proposed resolutions submitted to any meeting of Directors will be decided by a simple majority of votes of Directors present and voting. If the votes cast are equal, the chair will have a casting vote in addition to any vote to which the chair may be entitled as a Director.

Resolution in writing

131. If there is only one Director, that Director may pass a resolution by recording it and signing the record.

132. If there is more than one Director, the Directors may pass a resolution without a meeting of Directors being held if all of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Identical copies of the document and accompanying information may be distributed for signing by all Directors. The resolution is passed when the last participating Director signs the document.

Committee powers and meetings

133. Any committee of Directors must exercise the powers, authorities and discretions delegated to it in accordance with any directions that may be imposed on it by the Directors.

134. The meetings and proceedings of any committee of Directors consisting of two or more Directors will be governed by the provisions of this Constitution regulating the meetings and proceedings of the Directors so far as they are applicable and are not superseded by any directions of the Directors.

Validity of acts of Directors

135. All acts done by the Board, a committee of the Directors or any person acting as a Director will be valid even it is discovered afterwards that there was some defect in the appointment or election of that Director or person acting as a Director or that any Director was disqualified or had vacated office or was otherwise not entitled to vote or act.

If Company is a wholly-owned subsidiary

136. If the Company is a wholly-owned subsidiary:

   (a) each Director is authorised to act in the best interests of a holding company of the Company; and

   (b) a Director is taken to act in good faith in the best interests of the Company if:

      (i) that Director acts in good faith in the best interests of a holding company of the Company; and

      (ii) the Company is not insolvent at the time the Director acts and does not become insolvent because of the Director's act.

Chapter 20 Secretary

137. The Directors may appoint a secretary of the Company in accordance with the Law. The Directors may also appoint any person:

(a) to perform the duties of secretary of the Company on a temporary basis; or

(b) to assist the Secretary of the Company.

138. A Secretary holds office on the terms (including as to remuneration) and with the powers, authorities and duties, as the Directors determine. The exercise of those powers and authorities and the performance of those duties by a Secretary is subject at all times to the control of the Directors. A Secretary may be removed by the Directors.

Chapter 21 The Seal

139. If the Company has a Seal:

(a) the Directors must provide for the safe custody of the Seal; and

(b) the Seal may only be used with the authority of the Directors or the authority of any person or a committee of the Directors given authority by the Directors to authorise the use of the Seal.

Chapter 22 Financial statements

Financial records

140. The Directors must cause financial and other records to be kept as required by any applicable law and this Constitution.

Financial report and Directors' report

141. If required by the Law or the Directors so determine, the Company must prepare a financial report and Directors' report for the last financial year of the Company in accordance with all applicable laws.

Auditor and audit

142. If the Company is required by the Law, or the Directors resolve, to appoint an auditor for each financial year:

(a) the auditor must be appointed and removed in accordance with applicable law;

(b) the Directors may agree the auditor's remuneration; and

(c) the financial report of the Company for that financial year must be audited by the auditor in accordance with applicable law.

Chapter 23 Dividends and other distributions

Power to determine dividends vested in Directors

143. The Directors may determine that a dividend (including an interim dividend) is payable and may fix the amount, timing and method of payment of the dividend.

Apportionment of dividends

144. Subject to this Constitution, the Law and the rights and restrictions attached to or imposed on any class of Shares, dividends are to be apportioned and paid among the Members in proportion to the number of Shares held by them.

Distributions payable by distribution of assets

145. Subject to all applicable laws, the Directors may determine that any dividend or other distribution be paid wholly or partly by the distribution of specific property or assets, including paid up shares, debentures or other securities of the Company or any other company, trust or entity.

146. Each Member agrees and consents to the distribution to them of any property or assets under clause 145, including shares, debentures or other securities of the Company or any other company, trust or entity.

Directors' discretion

147. All matters concerning dividends or other distributions including valuations of property and assets will be determined by the Directors, and in particular the Directors may:

(a) settle any difficulty, dispute or matter regarding any dividend or other distribution;

(b) fix the value for distribution of the specific property or assets or any part of that property or those assets;

(c) determine that cash payments will be made to, or at the direction of, any Member on the basis of the value so fixed; and

(d) vest any specific property or assets in trustees on trust for any Member.

Company not required to pay interest

148. The Company is not required to pay any interest in respect of any dividend or other distribution.

Company may retain certain dividends and distributions

149. The Company may retain the dividends or other distributions payable in respect of a Share to which any person is entitled because of the transmission of the Share to them by operation of law until that person or a nominated transferee is registered as the holder of the Share.

Company may deduct money payable to Company

150. The Company may deduct from any dividends or other distributions payable to a Member all amounts presently due from the Member to the Company on account of calls or otherwise.

Payment

151. The Company may pay any dividend, other distribution or other amounts payable in respect of any Share by any method of payment the Directors determine.

Unclaimed distributions

152. All dividends or other sums which are payable in respect of shares, and unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

Chapter 24 Winding up

Distribution of surplus

153. Subject to this Constitution, the Law and the rights and restrictions attached to or imposed on any class of Shares:

(a) in a winding up of the Company any property and assets available for distribution to Members will be divided amongst the Members in proportion to the number of Shares held by them, irrespective of the amount paid up or credited as paid on the Shares;

(b) for the purposes of determining any property and assets available for distribution to Members in a winding up of the Company, any amount unpaid on a Share is to be treated as the property and assets of the Company;

(c) the amount of any property and assets available for distribution to Members that would otherwise be distributed to a holder of a partly paid Share must be reduced by the amount unpaid on that Share at the date of the distribution; and

(d) if the effect of the reduction under clause 153(c) would be to reduce the distribution to the holder of a partly paid Share to a negative amount, the holder must pay that amount to the Company.

Chapter 25 Minutes and registers to be kept

Minutes

154. The Company must enter in its minute books:

(a) within 21 days of the relevant meeting, minutes containing details of:

(i) the names of the Directors present at each meeting of Directors and of any committee of Directors;

(ii) all declarations made or notices given by any Director under chapter 17; and

(iii) all resolutions and proceedings of general meetings, meetings of Directors and meetings of any committee of the Directors; and

(b) resolutions passed by Members or Directors without a meeting.

Minutes to be signed by the chair

155. Any minutes of any general meetings, meetings of Directors or meetings of any committee of the Directors must be signed within a reasonable time after the meeting by the chair of the meeting or by the chair of the next succeeding meeting or by another authorised Director and once signed will constitute prima facie evidence of the matters stated in the minutes.

Registers

156. The Company must keep a register of Members and any other registers required to be kept under the Law.

Chapter 26 Inspection of records

157. Subject to the Law, the Directors may determine to what extent the documents and records of the Company will be open to inspection by any person and any reasonable fees payable. This chapter 26 does not limit the rights of a Member, Director or former Director under applicable Law or any agreement with the Company.

Chapter 27 Notices

Notices by Company

158. The Company may give a notice to any Member in any one of the following ways:

(a) personally, by giving it to the Member;

(b) by leaving it addressed to the Member at the Member's address in the Register or notified to the Company;

(c) by fax to the Member at the Member's fax number in the Register or notified to the Company;

(d) by e-mail to the Member's electronic address in the Register or notified to the Company;

(e) by post by sending it addressed to the Member at the Member's address in the Register or notified to the Company; or

(f) otherwise by any method (including by advertisement) as the Directors may determine.

Notices to joint holders

159. The Company may give a notice to the joint holders of a Share by giving the notice to the joint holder whose name appears first in the Register and that notice will be deemed to be sufficient notice to all the joint holders.

Notice deemed to be given

160. Any notice by advertisement will be deemed to have been given on the day of publication of the newspaper containing the advertisement.

161. Any notice sent by post will be deemed to have been given on the day following the day on which the notice is posted.

162. Any notice sent by fax or other electronic means will be deemed to have been given on the same day that it is sent.

163. Any notice given to a Member personally or left at the Member's address will be deemed to have been given when delivered.

Notices binding on transferees

164. Every person who becomes entitled to any Share by operation of law, transfer or otherwise will be bound by every notice in respect of the Share which, before that person's name and address is entered on the Register, is duly given to the person from whom title to the Share is derived.

Signing notices

165. The signature to any notice to be given by the Company may be written, printed or provided by electronic means.

Schedule

[*Insert terms of classes of shares to be issued other than ordinary shares (if any).*]

RESIDENZA / RESIDENCE / DOMICILE (11)

YANGON (MMR)

RESIDENZA / RESIDENCE / DOMICILE (11)

RESIDENZA / RESIDENCE / DOMICILE (11)

3

STATURA / HEIGHT / TAILLE (12)

175

COLORE DEGLI OCCHI / COLOUR OF EYES / COULEUR DES YEUX (13)

AZZURRI

PASSAPORTO
PASSPORT
PASSEPORT

REPUBBLICA ITALIANA

Tipo. Type. Type. **Codice Paese.** Code of issuing State. Code du Pays émetteur. **Passaporto N.** Passport No. Passeport N°.

P ITA YA8924974



Cognome. Surname. Nom. (1)
CERATI

Nome. Given Names. Prénoms. (2)
PAOLO

Cittadinanza. Nationality. Nationalité. (3)
ITALIANA

Data di nascita. Date of birth. Date de naissance. (4)
14 SET/SEP 1973

Sesso. Sex. Sexe. (5) **Luogo di nascita.** Place of birth. Lieu de naissance. (6)
M MILANO (MI)

Data di rilascio. Date of issue. Date de délivrance. (7)
08 NOV/NOV 2017

Data di scadenza. Date of expiry. Date d'expiration. (8)
07 NOV/NOV 2027



Autorità. Authority. Autorité. (9)
MINISTRO AFFARI ESTERI
E COOPERAZIONE INTERNAZIONALE

Firma del titolare. (10)
Holder's signature / Signature du titulaire

P<ITACERATI<<PAOLO<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

YA89249747ITA7309148M2711070<<<<<<<<<<<<<<06

01

Unterschrift
Signature
Firma
Suttascripziun
Signature

11 Amtliche Ergänzungen Compléments officiels
Complementi ufficiali Cumplettaziuns uffizialas Official observations

01

X1435481

Pass
Passeport
Passaporto
Passaport
Passport

Schweiz Suisse Svizzera Svizra Switzerland

Type
PM

Code
CHE

Pass Passeport
Passaporto Passaport Passport No N° Nr
X1435481

1 Name Nom
Cognome Num Surname
Gildemeister•

2 Vorname(n) Prénom(s)
Nome(i) Prenum(s) Given name(s)
Rudolf Walter•



3 Nationalität Nationalité
Cittadinanza Naziunalitad Nationality
Schweiz Suisse Svizzera Svizra Switzerland

4 Geburtsdatum Date de naissance
Data di nascita Data da naschientscha Date of birth
15.03.1966

5 Geschlecht Sexe
Sesso Schlattaina Sex
M

6 Grösse Taille
Statura Grondezza Height
174 cm

7 Heimatort Lieu d'origine
Luogo di attinenza Lieu d'origin Place of origin
Onex GE

8 Ausgestellt am Délivré le
Rilasciato il Emess ils Date of issue
19.01.2017

9 Behörde Autorité
Autorità Autoritad Authority
DFAE Berne

10 Gültig bis Date d'expiration
Data di scadenza Data da scadenza Date of expiry
18.01.2027

PMCHEGILDEMEISTER<<RUDOLF<WALTER<<<<<<<<<<<<<

X1435481<7CHE6603159M2701183<<<<<<<<<<<<<<<8

8 **Authority**/ Awdurdod/ Ùghdarras/ Instantie/ Autorité/ Behörde/ Autorità/ Myndighed/ Údarás/ Εκδούσα Αρχή/ Autoridade/ Autoridad/ Viranomainen/ Myndighet/ Pas vydal/ Väljaandja/ Izdevējiestāde/ Išdavė/ Awtorità/ Organ Władzy/ Organ/ Úrad/ Kiállító hatóság

9 **Date of expiry**/ Dyddiad dod i ben/ Èifeachdach gu/ De geldigheidsduur van dit paspoort eindigt op/ Date d'expiration/ Gültig bis/ Data di scadenza/ Gyldigt indtil/ As feidhm/ Ημερομηνία λήξεως/ Válido até/ Este pasaporte expira el/ Viimeinen voimassaolopäivä/ Giltigt t.o.m./ Platnost do:/ Kehtiv kuni/ Derīguma termiņš/ Galioja iki/ Data ta' l-għeluq/ Data Wygaśnięcia Ważności/ Velja do/ Dátum platnosti/ Lejárati idő

10 **Holder's signature**/ Llofnod y deiliad/ Ainm sgrìobhte an neach-seilbhe/ Handtekening van de houder/ Signature du titulaire/ Unterschrift der Inhaberin (des Inhabers)/ Firma del titolare/ Indehaverens underskrit/ Síniú an tsealbhóra/ Υπογραφή του κατόχου/ Assinatura do titular/ Firma del titular/ Haltijan nimikirjoitus/ Passinnehavarens namnteckning/ Podpis držitele/ Omaniku allkiri/ Pilsoņa paraksts/ Savininko parašas/ Firma ta' min inħariġlu l-passaport/ Podpis posiadacza/ Podpis imetnika/ Podpis držiteľa/ A tulajdonos aláírása

11 **Observations page**/ Sylwadau tudalen/ Fiosrachadh eile/ Opmerkingen bladzijde/ Page d'observations/ Vermerke seite/ Annotazioni/ Bemærkninger side/ Leathanach tagairtí/ Παρατηρήσεις σελίδα/ Página para observações/ Página de observaciones/ Lisämerkinnät sivu/ Observationer sida/ Poznámky strana/ Märkused/ Īpašas atzīmes/ Pastabos puslapis/ Tagħrif ieħor/ Adnotacje/ Stran za opombe/ Pripomienky strana/ Megjegyzések oldal

THIS PASSPORT CONTAINS 48 PAGES

Mae 48 tudalen yn y pasbort hwn/ Tha 48 duilleag aig a' chead-siubhail seo/ Dit paspoort bevat 48 bladzijden/ Ce passeport contient 48 pages/ Dieser Pass enthält 48 Seiten/ Il presente passaporto contiene 48 pagine/ Dette pas består af 48 sider/ Tá 48 leathanach sa phas seo/ Το παρόν διαβατήριο περιέχει 48 σελίδες/ Este passaporte contém 48 páginas/ Este pasaporte contiene 48 páginas/ Tämä passi sisältää 48 sivua/ Passet innehåller 48 sidor/ Tento pas má 48 stran/ Selles passis on 48 lehekülge/ Šajā pasē ir 48 lappuses/ Šiame pase yra 48 puslapiai/ Dan il-passaport fih 48 paġna/ Ten Paszport zawiera 48 strony/ Ta potni list ima 48 strani/ Tento cestovný pas má 48 strán/ Ez az útlevél 48 lapból áll

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

PASSPORT
PASSEPORT



Type/Type: P
Code/Code: GBR
Passport No./Passeport No.: 761224501

Surname/Nom (1)
RUSSELL

Given names/Prénoms (2)
EDWARD OLIVER

Nationality/Nationalité (3)
BRITISH CITIZEN

Date of birth/Date de naissance (4)
24 JUL /JUIL 70

Sex/Sexe (5) M
Place of birth/Lieu de naissance (6) LONDON

Date of issue/Date de délivrance (7)
19 AUG /AOÛT 08

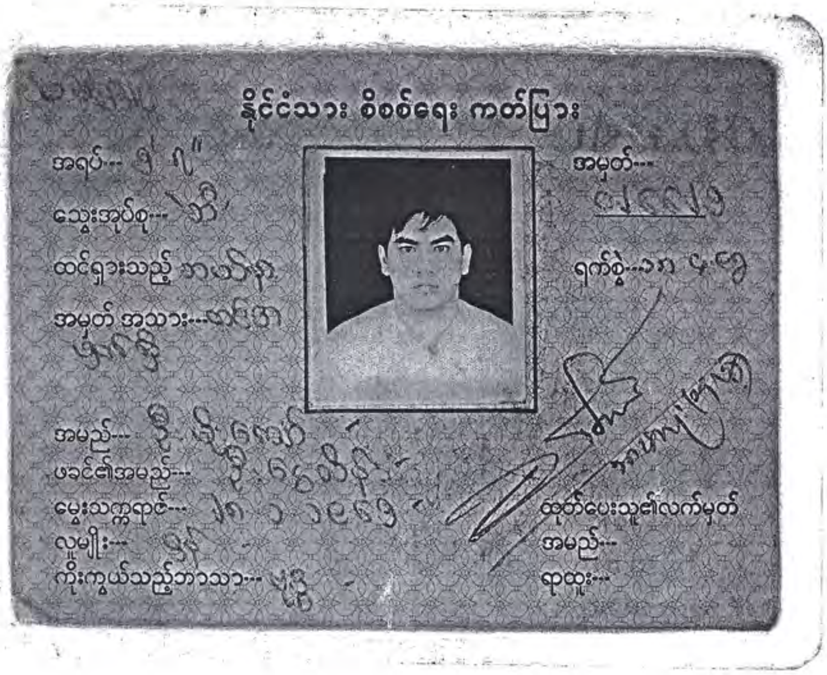
Authority/Autorité (8)
FCO

Date of expiry/Date d'expiration (9)
19 MAY /MAI 19

Holder's signature/Signature du titulaire (10)

P<GBRRUSSELL<<EDWARD<OLIVER<<<<<<<<<<<<<<<<<<<<

7612245018GBR7007248M1905191<<<<<<<<<<<<<<04



နိုင်ငံသား စိစစ်ရေး ကတ်ပြား

အရပ်---

သွေးအုပ်စု---

ထင်ရှားသည့် အမှတ်အသား---

အမှတ်---

ရက်စွဲ---

အမည်---

ဖခင်၏အမည်---

မွေးသက္ကရာဇ်---

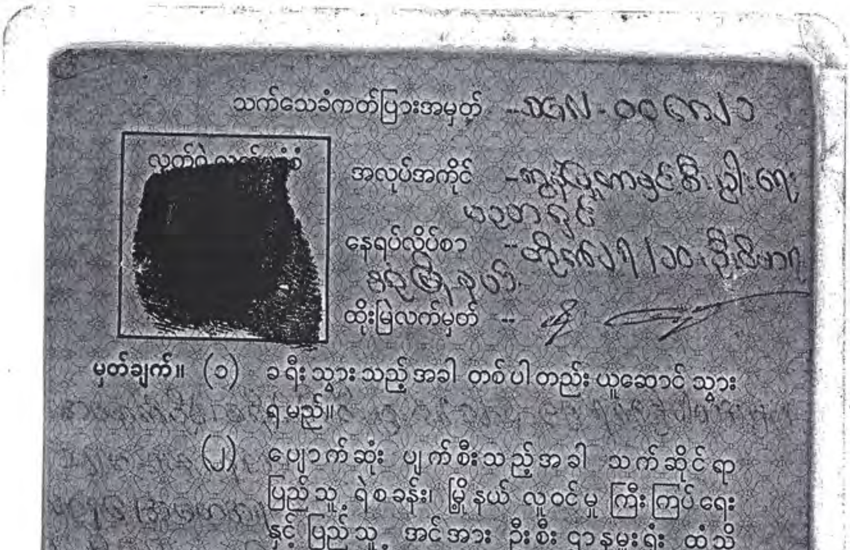
လူမျိုး---

ကိုးကွယ်သည့်ဘာသာ---

ထုတ်ပေးသူ၏လက်မှတ်

အမည်---

ရာထူး---



သက်သေခံကတ်ပြားအမှတ် --

[redacted]

အလုပ်အကိုင် --

နေရပ်လိပ်စာ --

ထိုးမြဲလက်မှတ် --

မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ တစ်ပါတည်း ယူဆောင်သွားရမည်။

(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ပြည်သူ့ရဲစခန်း၊ မြို့နယ် လူဝင်မှုကြီးကြပ်ရေးနှင့် ပြည်သူ့အင်အား ဦးစီးဌာနမှူးရုံး ထံသို့ သတင်းပေးပို့ရမည်။

FRESCO MYANMAR CO. LTD.
Company Registration No. 106672563
(Incorporated in the Republic of the Union of Myanmar)

RESOLUTION IN WRITING BY ALL THE DIRECTORS OF THE COMPANY IN ACORDANCE WITH THE CONSTITUTION OF THE COMPANY

IT WAS RESOLVED THAT:
(1)All the directors hereby agree to submit an "Endorsement Application" to the Myanmar Investment Commission.

IT WAS FURTHER RESOLVED THAT:
(2)All the directors have approved that member would inject the investment capital to proceed business activities as follows

i. Paolo Cerati, as the originator of the business and having invested his time and effort in building the business, shall not be required to inject capital for his 45% shareholding
ii. The other members shall contribute capital as follows:

Name	**Share Percentage**
Edward Russell	22.5%
Moe Kyaw	22.5%
Rudolf Walter Gildemeister	10%

Yangon 10th May 2019

Paolo Cerati

Edward Russell

Moe Kyaw

Rudolf Gildemeister

DRAFT

THIS SHAREHOLDERAGREEMENT is dated [2019]

Purpose

The shareholder agreement is between Paolo Cerati, U Moe Kyaw, Edward Russell and Rudolf Gildemeister to further develop Fresco Myanmar Co. Ltd.

1. Background

(a) **Fresco Myanmar Co. Ltd.**(“Company”) has been incorporated and registered in Myanmar with company number [106672563] whose registered office is at No.5, Shwe Sa Pal, Aung Theik Hti Road Mayangone Township, Yangon, Myanmar.

(b) Shareholders of the Company

The current shareholders of Fresco Myanmar Co. Ltd. are as follows:

(a) Paolo Cerati
(b) U Moe Kyaw
(c) Edward Russell
(d) Rudolf Gildemeister

Collectively this group will be known for purposes of this agreement as the “shareholders”.

2. The Business of the Fresco Myanmar Co. Ltd.

2.1 The business is the production, sourcing and distribution of fresh produce in Myanmar.

2.2 Each party shall use their best endeavors to promote and develop the business of the Company.

3. **Prior acquisition**

3.1 Prior to the drafting of this agreement the Company has acquired the business and assets of Valle Verde Co. Ltd. in a completed transaction

4. Shareholder meetings

4.1 The parties agree that all such shareholder and board meetings of the Company will be held in a timely manner as may be necessary to:

(a) re-designate the shares held in the Company by the shareholders’ shares

(b) adopt the Company Constitution in the agreed form;

(c) resolve that the registered office of the Company shall be at
No.5, Shwe Sa Pal, Aung Theik Hti Road Mayangone Township, Yangon, Myanmar

(d) appoint [The Right Partnership] as the auditors of the Company; and

(e) Appoint[AYA Bank] as the principal bankers to the Company.

4.2 Shareholding:

(a) The ownership structure of the Company is as below:

1. Paolo Cerati 45%
2. U Moe Kyaw 22.5%
3. Edward Russell 22.5%
4. Rudolf Gildemeister 10%

The capital contributions are as follows:

1. Paolo Cerati will receive shares free of charge
2. U Moe Kyaw: USD 40,500
3. Edward Russell: USD 40,500
4. Rudolf Gildemeister: USD 18,000

The total capital amount is USD 99,000 and the total paid in capital amount is USD 99,000

(b) The above listed the shareholders shall exercise their rights in relation to theFresco Myanmar Co. Ltd. in accordance with the terms and conditions of this agreement.

(c) Pre-emption

All shareholders will have a pro rata right, but not an obligation, based on their ownership of issued capital, to participate in subsequent financings of the Company (subject to customary exceptions). Any shares not subscribed for may be reallocated among the other shareholders.

(d) Right of First Refusal and Co-Sale

The Investors shall have a right of first refusal, based on the number of shares they own as a proportion of the total number of issued shares, to acquire any shares which are proposed to be transferred. Any shares not subscribed for by any of the Shareholders would then be offered pro rata to the other Shareholders.

(e) Drag Along

In the event that the holders of a majority of the shares wish to accept an offer to sell all of their shares to a third party or enter into a Change of Control event for the Company, then subject to the approval of the Board, all other shareholders shall be required to sell their shares or to consent to the transaction on the same terms and conditions.

(f) Restrictive Covenants and Founders Undertakings

Paolo Cerati has agreed to devotes substantially all his business time and attention to the Company and to not undertake any material additional activities without the consent of the other shareholders

5. Board of Directors

Specific corporate governance provisions are provided for in the company constitution. However, that for purposes of this shareholders agreement that the Board of Directors of the Company (the "Board") shall consist of 4 members: each shareholder may appoint one Director. In future fundraising rounds, the board composition may change subject to negotiation of the key parties.

In the following events, the Company shall not approve or take any action without prior approval by 3 out of 4 Board of Directors:

- Any capital expenditure, acquisition or other commercial commitment, in excess of USD 5,000 individually or in aggregate
- Any related party transactions
- Incurrence of debt or the granting of loans (except trade credits) over USD 5,000
- Any merger or joint venture with other institution, consolidation, or other business combination, application for liquidation, dissolution or bankruptcy of the Company
- The appointment of, or changes to the Company's key persons such as General Manager, Chief Accountant;
- Any changes in senior executive compensation which exceeds USD 2,000 per month

The Board shall meet at least quarterly on approximately the 15^{th} day of the months immediately following the end of a quarter.

6. Company Reports

Investors will receive standard information including:

- Monthly email summary updates
- Quarterly management financial and operating accounts
- Annual budget and presentation of Company's business plan
- Board papers
- Annual financial report and tax filings

6.1 Documentation and Warranties

Definitive agreements shall be drafted by the Company and shall include customary covenants, representations and warranties of the Company (which shall be liable up to a maximum of the investment amount) reflecting the provisions set forth herein.

6.2 Expenses

Each party shall pay their own legal and other fees and expenses in the transaction.

6.3 Confidentiality

The Company and Investors agree to treat this term sheet confidentially and will not distribute or disclose its existence or contents outside the Company without the consent of the other shareholders, except as required to professional advisors or by law.

6.4 Binding effect

The shareholder agreement is a binding agreement governed by Myanmar law until replaced by another shareholder agreement or incorporated into the Constitution of the Company (As the case may be).

7. Finance for Company

7.1 The parties envisage that the company shall be self-financed from the cash flow of the business.

7.2 At this time, there is no obligation on the parties to provide any further finance to the Company but, if they do so, the parties shall each provide the proportional amount of the agreed upon addition capital contribution to their current ownership in a shareholder resolution.

8. Accounting

8.1 The Company shall at all times maintain accurate and complete accounting and other financial records including all corporation tax computations and related documents and correspondence with Myanmar Authorities in accordance with the requirements of all applicable laws and generally accepted accounting principles applicable in the Republic of the Union of Myanmar.

8.2 Each party and its authorized representatives shall be allowed access at all reasonable times to examine the books and records of the Company.

9. Tax matters

Each party agrees to provide any documents necessary for the company to be compliant with Myanmar tax laws and that they will pay their taxes in accordance with Myanmar laws.

10. Whole agreement

This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede all previous arrangements, understandings and agreements between them, whether oral or written, relating to their subject matter.

11. Assignments

No person may assignany of its rights and obligations under this without the prior written consent of all the parties but such consent is not to be unreasonablywithheld or delayed.

12. Costs

Unless otherwise provided, all costs in connection with the negotiation, preparation, execution and performance of this agreement, shall be borne by the party that incurred the costs.

13. No partnership

The parties to this agreement are not in partnership with each other and there is no relationship of principal and agent between them.

14. Good faith

14.1 All transactions entered into between either party and the Company shall be conducted in good faith and on an arm's length basis.

14.2 Each party shall at all times act in good faith towards the other and shall use best endeavors to ensure that this agreement is observed.

15. Third party rights

A person who is not a party to this agreement shall not have any rights under or in connection with it unless such rights are expressly granted in the agreement.

16. Notice

16.1 A notice given under this agreement:

(a) shall be in writing in the English language;

(b) shall be sent for the attention of the person (NAME), and to the address given in this clause or person as the relevant party may notify to the other party); and

(c) shall be:

(i) delivered personally;

(ii) delivered by a commercial courier.

16.2 The addresses for service of notice is:

Fresco Myanmar Co. Ltd.

Address:No.5, Shwe Sa Pal, Aung Theik Hti Road Mayangone Township, Yangon, Myanmar

16.3 If a notice has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:

(a) if delivered personally; or

(b) if delivered by a commercial courier.

16.4 To prove delivery it is sufficient to prove that the notice was transmitted, in the case of courier, that the envelope containing the notice was properly addressed and sent.

17. Language

If this agreement is translated into any language other than English, the English language text shall prevail.

18. Severance

If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19. Governing law and jurisdiction

19.1 This agreement is governed by and construed in accordance with the laws of Myanmar.

19.2 The parties agree that the Singapore Arbitration Centre shall be used to settle any dispute that arises out of or in connection with this agreement.

Signed by Paolo Cerati ....

Signed by U Moe Kyaw ....

Signed by Edward Russell ....

Signed by Rudolf Gildemeister ....

fresco



Fresco Myanmar Co. Ltd
Company Profile

PRIVATE & CONFIDENTIAL

May 2019

Introduction to Fresco Myanmar

- Fresco Myanmar Co. Ltd was founded in 2018 (Registration No. 106672563) by a group of agronomists and food enthusiasts working together to bring healthy, delicious and fresh vegetables, salads and herbs to people in Myanmar.
- Fresco is committed to the production of clean nutritious vegetables, salads and herbs. All our products are expertly grown locally. We seek to become the leading supplier of high quality fresh produce amongst discerning consumers as well as hoteliers/restaurateurs in Myanmar
- Fresco has obtained GAP Certification for its greenhouse productions of bell-peppers and cherry tomatoes, endorsing its expertise and high standards of quality
- Main production is in Heho, Shan state. Fresco also works with some farmers near Yangon
- Key sales channels are Modern Trade (Citymart, Metro), Hotels & Restaurants, and home delivery of veggie boxes

Fresco Business Highlights

- **Experience:** The core Fresco team has more than 10 years experience in growing vegetables in Myanmar. Paolo Cerati, agronomist and Fresco's managing director has been living in Myanmar since 2005, working both in the private sector as well as in the development sector and has a deep knowledge of the country.
- **Expertise:** Fresco's team has gained a deep professional technical knowledge on both, greenhouse and open field cultivation and it is connected with professional international agribusiness companies that give technical support when needed (irrigation, agronomy, infrastructure, bio-control companies etc).
- **Leadership/Import substitution:** The Fresco team was the first to introduce high quality "western" vegetables in Myanmar while modern retail, hotels and restaurants were importing such products.
- **Capability Development:** Fresco is promoting the development of horticulture sector working on GIZ project, support IFC tomatoes project, working with INGO to help/train farmers to become professional producers.

Fresco – Production Process

Open Field Cultivation

- Open field production uses traditional agricultural techniques and agronomy and incorporates drip irrigation and fertigation which encourages sustainability and reduction in use of scarce resources



Fresco – Production Process

Hydroponic Greenhouse Production

- Plants are grown in a nutrient solution in a controlled greenhouse environment
- The process is controlled by computer using electrical conductivity and pH probes to continuously monitor and adjust the nutrient concentration, moisture and pH
- The process produces high yielding plants which produce quality vegetables with limited pesticide and fungicide usage compared to normal production methods.
- Vegetables can be produced year round by careful control of environmental factors and growth stages of plants





THANK YOU.



Fresco Myanmar Co. Ltd
Investment Plan

PRIVATE & CONFIDENTIAL

June 2019

Executive Summary

- **Incorporation :** Fresco Myanmar Co. Ltd was incorporated in 2018 (No. 106672563)
- **Business Activities :** The production of clean nutritious vegetables, salads and herbs. All our products are expertly grown locally. We seek to become the leading supplier of high quality fresh produce amongst discerning consumers as well as hoteliers/restaurateurs in Myanmar
- **Estimated Employment Opportunities :** 140 (Local)
- **Estimated Total Investment Amount :** USD 99,000
- **Purposed Investment Injection :** June 2019
- **GAP Certification :** GLOBALG.A.P

Introduction to Fresco Myanmar

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- Main production is in Heho, Shan state. Fresco also works with some farmers near Yangon
- Key sales channels are Modern Trade (Citymart, Metro), Hotels & Restaurants, and home delivery of veggie boxes
- Fresco seeks MIC endorsement to enter into a Long Term lease for initially 5 acres of land, and is currently also leasing an additional 10 acres on a short term basis. Additionally, Fresco is also seeking tax benefits to support its business development (corporate tax exemption and duty free import of equipments such as greenhouses and irrigation equipment)

Fresco Business Highlights

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Fresco Business Plan

5y Projected Profit & Loss Statement

MMK'000

		FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
Sales		450,000	675,000	945,000	1,228,500	1,597,050
COGS	40%	180,000	270,000	378,000	491,400	638,820
Gross Margin		270,000	405,000	567,000	737,100	958,230
Wages & Salaries		133,560	230,400	327,240	378,036	446,519
Other Expenses		30,000	37,500	45,000	51,750	59,513
Earnings before Tax		106,440	137,100	194,760	307,314	452,199
Tax	0%					
Net Profit		106,440	137,100	194,760	307,314	452,199

Sales Revenue Breakdown

Item	Selling Price Per Kg (Kyats)	Production Unit in Kg				
		FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
Tomatoes	4,000	37,500	56,250	78,750	102,375	133,088
Bell Pepper	4,500	24,000	36,000	50,400	65,520	85,176
Lettuces	5,000	16,000	24,000	33,600	43,680	56,784
Mix Vegetables	7,000	16,000	24,000	33,600	43,680	56,784
Growth rate			50%	40%	30%	30%
Sales Revenue in total (Kyats)		**450,000,000**	**675,000,000**	**945,000,000**	**1,228,500,000**	**1,597,050,000**

Estimated Breakdown of Investment Amount (USD 99,000)

Description	Amount (USD)
Cash (ငွေသား)	9,000
Land Lease (မေငှားရ်ား)	10,000
Machinery & Operational Materials (စက်ပစ္စည်း ား နှင့် လုပ်ငန်း ုးပစ္စည်း ာ)	80,000
Total Investment Amount (USD)	**99,000**

Employment Plan

	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Local Employees	35	60	81	106	139
Foreign Employees	1	2	3	3	3
Estimated salary and wages in total (MMK in thousands)	133,560	230,400	327,240	378,036	446,519

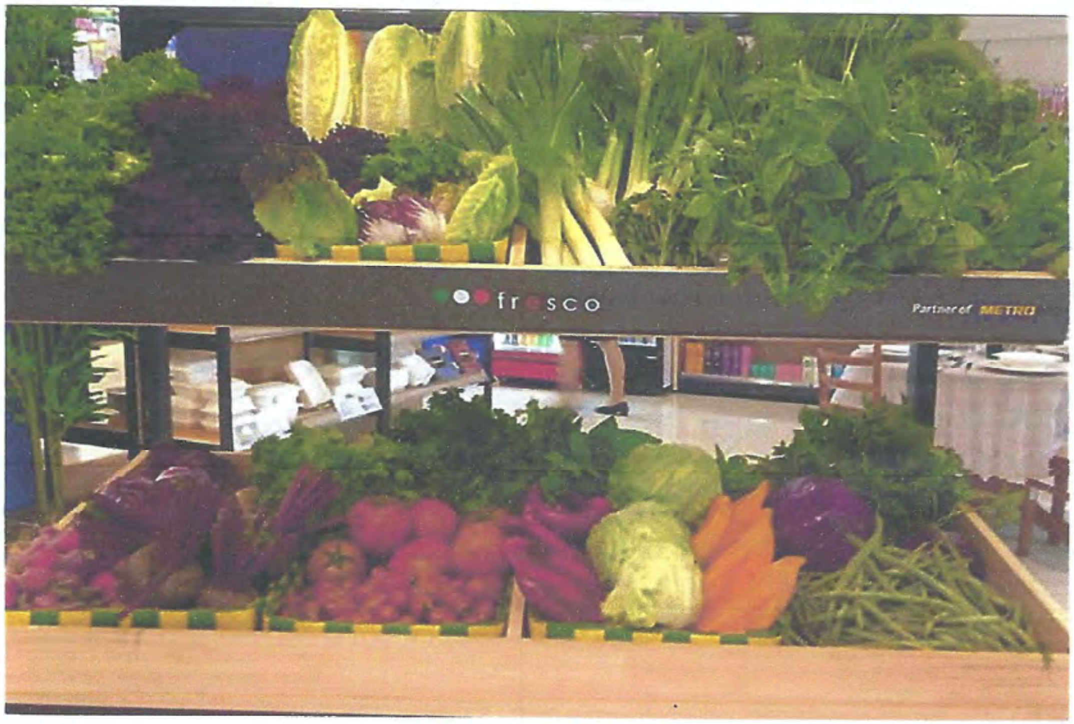
Salary & Wages Breakdown for the Year 2019-2020

Title	Local/Foreign	No. of Employee	Estimated Monthly Salary (MMK)
General Manager	Foreign	1	3,000,000
Manager	Local	1	800,000
Farm Manger	Local	1	550,000
Production Manager	Local	1	300,000
Operation staffs	Local	32	150,000

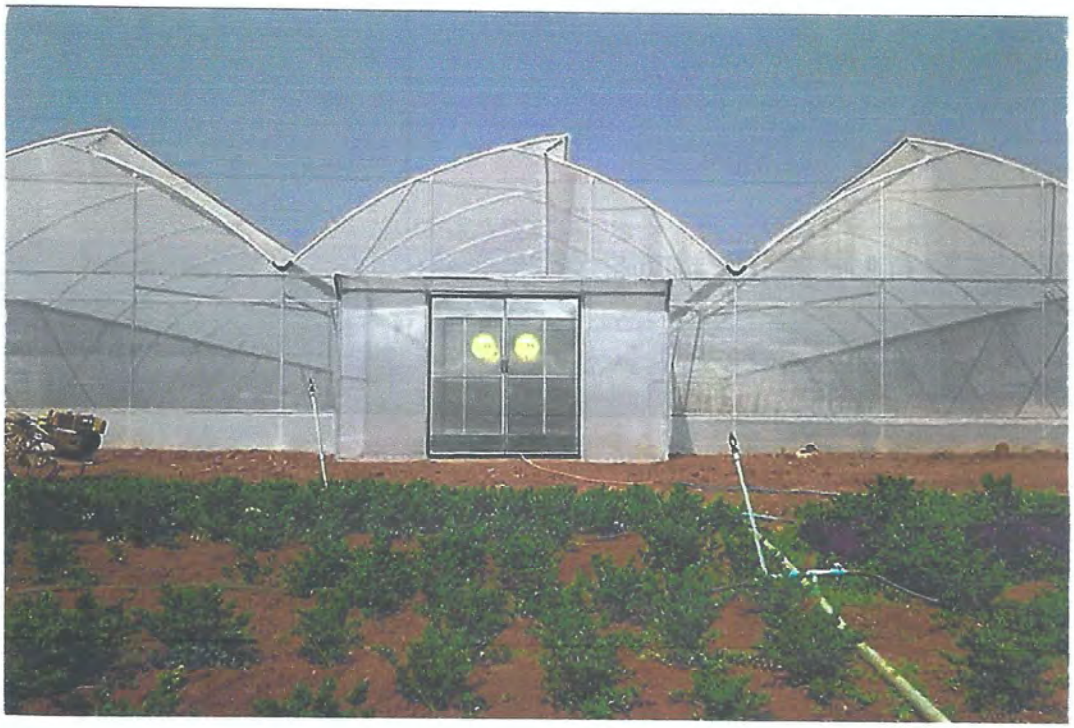
fresco

SUBJECT : FRESCO VEGETABLES LIST 2019

	DESCRIPTION
	Salad
	Castellano (Yellow and red spot lettuce)
	Iceberg
	Lollo
	Mix salad
	Radicchio
	Red Batavia
	Romaine
	Vegetables
	Baby beetroot
	Baby fennel
	Beetroot
	Beef stake tomatoes
	Bell pepper red and yellow bulky
	Bell pepper red and yellow Dolce Italiano long shape
	Celery
	Celeriac
	Cherry tomatoes
	Cucumber
	Eggplant
	Fennel
	French bean
	Leek
	Red cabbage
	Red radish
	Shan Potatoes (baby potato)
	Swiss Chard
	Tuscan kale
	Zucchini


fresco
Partner of METRO


METRO
YOUR SUCCESS IS OUR BUSINESS
Shan State
MYANMAR















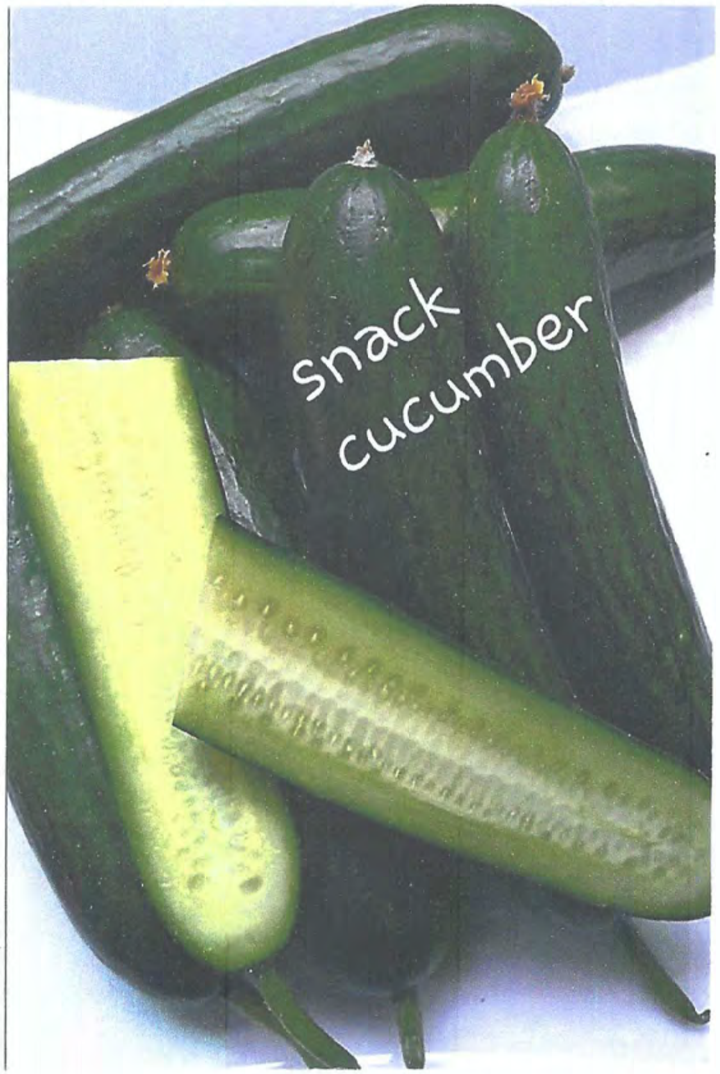




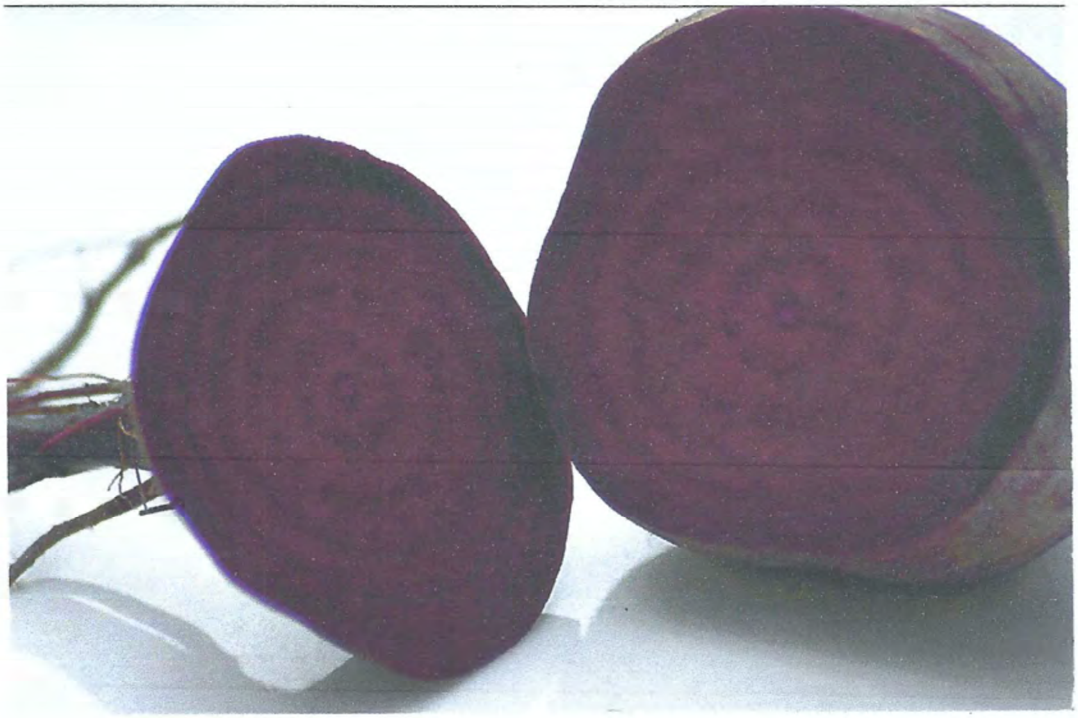







snack
cucumber

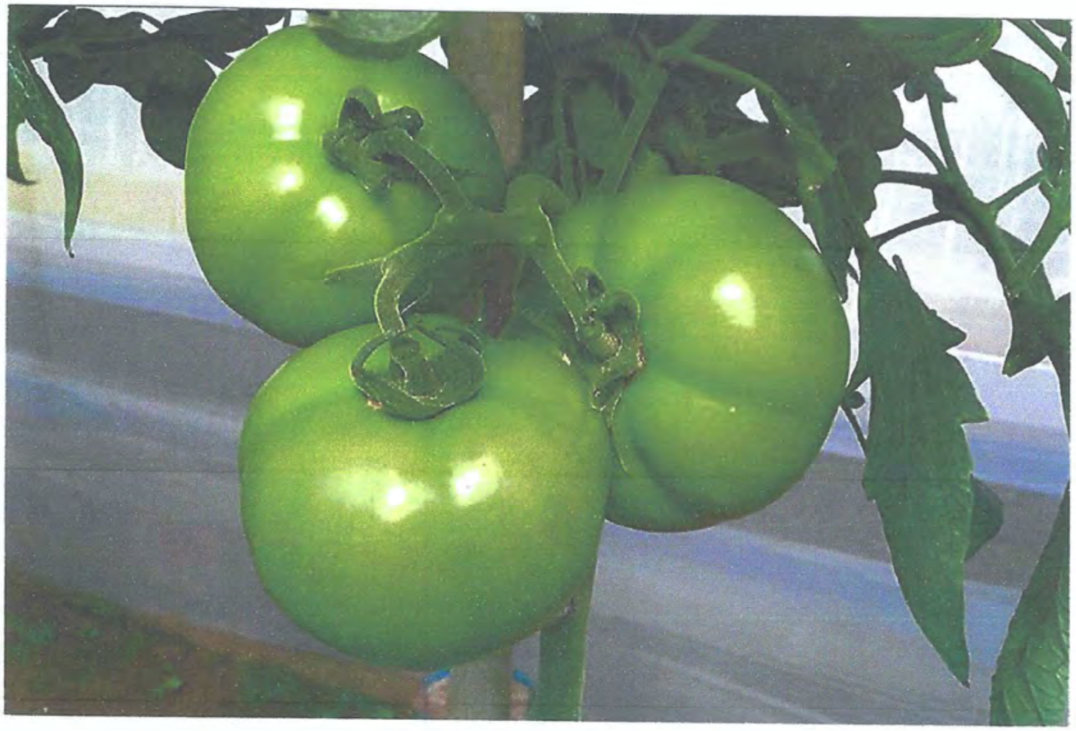














Fresco Myanmar Company Limited

Capital contribution financial statements

Share Capital

	No of Share
Shareholder - Edward Russell	40,500
Shareholder - Peter Thein	40,500
Shareholder - Rudolf Gildemeister	18,000
	99,000

	USD		MMK
Amount due from Edward Russell			
Required share capital contribution	40,500		
Cash contribution made on 29 Oct 2018	(10,000)		
Payment for Green House on 22 Nov 2018	(9,433)		
Bank deposit made on 23 Nov 2018	(10,000)		
Bank deposit made on 26 Nov 2018	(11,067)		
Balance	-		
Amount due from Peter Thein			
Required share capital contribution	40,500		
Bank deposit made on 7 December 2018	(20,500)	1 usd = 1561 MMK	(32,000,000)
Bank deposit made on 20th May 2019	(6,506)	1 usd = 1537 MMK	(10,000,000)
Balance	**13,494**		
Amount due from Rudolf			
Required share capital contribution	18,000		
Cash contribution on 7th January 2019	(9,000)		
Cash contribution on 11 April 2019	(4,000)		
bank deposit on 17 May 2019	(5,000)	1 usd = 1509	(7,547,383)
Balance	-		
Total capital received up to 20th May 2019	**85,506**		
Capital to be receive by end of June 2019	**13,494**		

fresco

RECEIPT

Received USD 10,000 (ten thousand) from Rudolf Gildemeister (on behalf of Edward Russell) being an advance on Capital Contribution to Fresco Myanmar Co. Ltd

Yangon, October 29th 2018

Paolo Cerati
Managing Director
Fresco Myanmar Co. Ltd

Royal Bank of Scotland

E O RUSSELL ESQ
LITTLE CRAIGO
CRAIGO
MONTROSE
ANGUS
DD10 9JT

PAYMENT DEBIT ADVICE

Our ref: RBSCTYO01704409
Your ref: GREENSPAN AGRI-TEC
Date: 22nd November 2018
Delivery ref: 00286991393

We confirm having remitted the following Royworld Express.

Amount debited: GBP 7,548.05
From account: 158000-65839116
Amount sent: USD 9,433.00

Debit date: 22nd November 2018

In favour of:
GREENSPAN AGRI-TECH PVT. LTD.
GAT NO.207
VILLAGE PARANDWADI, TALUKA MAVAL D
DIST. PUNE, MAHARASHTRA, INDIA

Beneficiary account number:
505701010032076

Payment details:
GAPL/1819/17

Beneficiary bank:
UNION BANK OF INDIA
(INDUSTRIAL FINANCE BRANCH, PUNE)
619 SACHAPIR STREET
PUNE
INDIA

Payee bank:
UBININBBXXX

Ordered by:
EDWARD RUSSELL

Transactional information:

Requested amount:	USD 9,433.00
Rate:	1.2568037
Currency exchange contract:	0000000001481792
RBS commission charges:	GBP 30.00
Agent banks charges:	GBP 12.50

This notification is not confirmation of receipt of the funds by the beneficiary - the Bank does not accept any liability whatsoever for any loss or damage arising in any way from any use of or reliance placed on the information.

GREENSPAN AGRITECH PVT. LTD
Web: www.greenspan-agritech.com
C.I.N. U 01113 PN 2003 PTC 018590

Factory Address:
Gat No. 207, Village-Parandwadi,
Tal. Maval, Dist. Pune-410506
Maharashtra, India

Tel.: +91-2114-287083
Tel.: +91-2114-237735
Fax.: +91-2114-281736
Email: sales@greenspan-agritech.com

PROFORMA INVOICE

Exporter **GREENSPAN AGRITECH PVT. LTD. GAT NO. 207, VILLAGE PARANDWADI TALUKA MAVAL DIST. PUNE MAHARASHTRA, INDIA**	Invoice No. & Date **GAPL/1819/17 Dated 15-11-2018** Buyer's Order No. & Date **GAPL/1819/MYN/VLC/800 ST/03 DATED 14/11/2018**
Consignee **FRESCO MYANMAR CO LTD REG. NO 106672563 N.5, SHEW SA PAL, AUNG THEIK HTI ROAD, MAYANGONE TWS YANGON, MYANMAR PHONE NO -09-5096243, 09792226852**	Notify Applicant Country of Origin: **INDIA** Country of final Destination: **MYANMAR**

Pre carriage by **ROAD**	Place of Receipt by Carrier **ANY PORT IN INDIA**	Terms of Delivery and payment **CIF YANGON, MYANMAR**
Vessel / Flight No.	Port of Loading **ANY PORT IN INDIA**	PAYMENT TERMS: **1- 40% OF TOTAL ORDER VALUE PAID IN ADVANCE**
Port of Discharge **YANGON, MYANMAR**	Final Destination **MYANMAR**	**2- BALANCE TO BE PAID AGAINST SCAN COPY OF BILL OF LADING**

Marks & Nos/	DESCRIPTION OF GOODS		Amount (USD)
FRESCO MYANMAR CO LTD			
HS CODE-94069010	GREENHOUSE IN READY TO ASSEMBLE SET MODEL MULTI SPAN 800 CROP COVER SAW TOOTH. TOTAL AREA -2688 M2		$23,582.00
	40% ADVANCE ALONG WITH ORDER CONFIRMATION		$9,433.00
AMOUNT CHARGABLE- USD NINE THOUSAND FOUR HUNDRED AND THIRTY THREE ONLY		TOTAL USD	$9,433.00

BANK DETALS
Union Bank of India, Industrial Finance Branch,
691 Sachapir Street, Pune Camp, Pune 411001 India.
Swift code: UBININBBIPN
Account Name: Greenspan Agri-tech Pvt. Ltd.
Account No.: 505701010032076

Intermediate Bank to be used:
Citibank, NY, NY.
Swift Code: CITIUS33

GREENSPAN AGRITECH PVT. LTD. (E.O.U.) Pune-410506

Signature
For GREENSPAN AGRITECH PVT LTD
Dokle
Authorised Signatory
BABASAHEB DOKHE

Royal Bank of Scotland

E O RUSSELL ESQ
LITTLE CRAIGO
CRAIGO
MONTROSE
ANGUS
DD10 9JT

PAYMENT DEBIT ADVICE

Our ref: RBSCTYO01704622
Your ref: FRESCO MYANMAR
Date: 23rd November 2018
Delivery ref: 00287000508

We confirm having remitted the following Royworld Economy.

Amount debited: GBP 7,989.04
From account: 158000-65839116
Amount sent: USD 10,000.00

Debit date: 23rd November 2018

In favour of:
FRESCO MYANMAR CO. LTD

Beneficiary bank:
AYA BANK LIMITED
AYA BANK BUILDING
416 MAHABANDOOLA ROAD
YANGON
MYANMAR

Beneficiary account number:
0134113030004565

Payment details:
Edward Russell

Ordered by:
EDWARD RUSSELL

Transactional information:

Requested amount:	USD 10,000.00
Rate:	1.2565126
Currency exchange contract:	0000000001497830
RBS commission charges:	GBP 22.00
Agent banks charges:	GBP 8.50

This notification is not confirmation of receipt of the funds by the beneficiary - the Bank does not accept any liability whatsoever for any loss or damage arising in any way from any use of or reliance placed on the information.

Royal Bank of Scotland

E O RUSSELL ESQ
LITTLE CRAIGO
CRAIGO
MONTROSE
ANGUS
DD10 9JT

PAYMENT DEBIT ADVICE

Our ref: RBSCTYO01705787
Your ref: EDWARD RUSSELL
Date: 26th November 2018
Delivery ref: 00287000829

We confirm having remitted the following Royworld Economy.

Amount debited: GBP 8,858.32
From account: 158000-65839116
Amount sent: USD 11,067.00

Debit date: 26th November 2018

In favour of:
FRESCO MYANMAR CO. LTD

Beneficiary bank:
AYA BANK LIMITED
AYA BANK BUILDING
416 MAHABANDOOLA ROAD
YANGON
MYANMAR

Beneficiary account number:
0134113030004565

Payment details:
Edward Russell

Ordered by:
EDWARD RUSSELL

Transactional information:

Requested amount:	USD 11,067.00
Rate:	1.2536506
Currency exchange contract:	0000000001535801
RBS commission charges:	GBP 22.00
Agent banks charges:	GBP 8.50

This notification is not confirmation of receipt of the funds by the beneficiary - the Bank does not accept any liability whatsoever for any loss or damage arising in any way from any use of or reliance placed on the information.

AYA Bank

Your Trusted Partner

Print Date: 03/01/2019 14:00

iBanking eStatement

From Date: 01/11/2018 To Date: 01/01/2019

Account No: 0134113030004565

Currency: USD

Account Name: FRESCO MYANMAR COMPANY LIMITED/PAOLO CERATI

Open date: 02-Nov-2018

Branch: 0134_Ygn 54 (HAGL-Myanmar Plaza)

No	Cheque	Description	Transaction date	T/T	T/C	Debit	Credit	Balance
						Opening Balance	0	
1		Cash deposit@YGN54	02/11/2018	CD			100.00	100.00
2		FRESCO MYANMAR DEPOSIT FOR SERVICE CHARGEYGN54	02/11/2018	TW		1.50		98.50
3		IBDIT18120404302,1IR811281692C01,UOVBSGSG	04/12/2018	TD			11,067.00	11,165.50
4		IBDIT18120404302,1IR811281692C01,UOVBSGSG	04/12/2018	TW		10.00		11,155.50
5		IBDIT18120404298,1IR811273943C01,UOVBSGSG	04/12/2018	TD			10,000.00	21,155.50
6		IBDIT18120404298,1IR811273943C01,UOVBSGSG	04/12/2018	TW		10.00		21,145.50
7		09/250161224 FA-553631	05/12/2018			2,000.00		19,145.50
8	FA553632	FA-553632 TR 013411303-4565 TO IBS TT	24/12/2018	HT		1,487.00		17,658.50
9		FA-553632 TR 013411303-4565 TO IBS TT	24/12/2018	TW		28.00		17,630.50
10		IBDOT181224 01450 ,UOVBSGSG,OUR CHARGES	28/12/2018	TW		22.02		17,608.48
							Closing Balance	17,608.48

CH = Cash

TR = Transfer

CL = Clearing

IB = Internet Banking

T/T = Type of Transaction

Account Summary

Opening Balance: 0

Total Debit: 3,558.52

Total Credit: 21,167.00

Closing Balance: 17,608.48

AYA Bank
ရေပေါ်ဘဏ်
Your Trusted Partner

Print Date: 07/12/2018 14:11

iBanking eStatement

From Date: 01/11/2018 To Date: 07/12/2018

Account No: 0134113010007195

Currency: MMK

Account Name: FRESCO MYANMAR COMPANY LIMITED/PAOLO CERATI

Open date: 06-Nov-2018

Branch: 0134_Ygn 54 (HAGL-Myanmar Plaza)

No	Cheque	Description	Transaction date	T/T	T/C	Debit	Credit	Balance
						Opening Balance	**0**	
1		Cash deposit @ygn-54	06/11/2018	CD			10,000.00	10,000.00
2		CHEQUE BOOK FEES COLLECT/0134-1-13-01-000719-5	06/11/2018	TW		3,000.00		7,000.00
3		Cheque book issued	06/11/2018	TW		125.00		6,875.00
4	CF291891	D/P 0134-1-13-01-000719-5 BY AYE MYA MYA SOE	07/12/2018	CQD			32,000,000.00	32,006,875.00
							Closing Balance	**32,006,875.00**

CH = Cash
TR = Transfer
CL = Clearing
IB = Internet Banking
T/T = Type of Transaction

Account Summary

Opening Balance: 0
Total Debit: 3,125.00
Total Credit: 32,010,000.00
Closing Balance: 32,006,875.00

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Thank you for using AYA eBanking Services!!

AYA Bank
ရှေ့ဆောင်ဘဏ်
Your Trusted Partner

Print Date: 20/05/2019 14:54

iBanking eStatement

From Date: 20/05/2019 To Date: 20/05/2019

Account No: 0134113010007195

Currency: MMK

Account Name: FRESCO MYANMAR COMPANY LIMITED/PAOLO CERATI

Open date: 06-Nov-2018

Branch: 0134_Ygn 54 (HAGL-Myanmar Plaza)

No	Cheque	Description	Transaction date	T/T	T/C	Debit	Credit	Balance
						Opening Balance	12,133,242.19	
1		rent payment 2 months	20/05/2019	IB		3,000,000.00		9,133,242.19
2		200519_AYABMMMYYGN_000010828_IF_A040_03.CSV	20/05/2019				34,000.00	9,167,242.19
3		200519_AYABMMMYYGN_000010828_IF_A040_03.CSV	20/05/2019				10,000,000.00	19,167,242.19
							Closing Balance	19,167,242.19

CH = Cash
TR = Transfer
CL = Clearing
IB = Internet Banking
T/T = Type of Transaction

Account Summary

Opening Balance: 12,133,242.19
Total Debit: 3,000,000.00
Total Credit: 10,034,000.00
Closing Balance: 19,167,242.19

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Thank you for using AYA eBanking Services!!

fresco

RECEIPT

Received USD9,000 (nine thousand) from Rudolf Gildemeister being partial (50%) payment of Capital Contribution to Fresco Myanmar Company Ltd

Yangon, January 7th 2019

Paolo Cerati
Managing Director
Fresco Myanmar Co. Ltd

●●● fresco myanmar co., ltd

(reg. N.106672563).

OFFICIAL RECEIPT

Date: 11/04/19

No: 0052

Received From RUDOLF GILDEMEISTER

The sun of ~~Kyats~~ USD 4'000 –

Being payment of CAPITAL CONTRIBUTION

KYAT

cash/cheque N.o: ______

By : [signature]

AYA Bank
ဧရာဝတီဘဏ်
Your Trusted Partner

Print Date: 20/05/2019 11:36

iBanking eStatement

From Date: 16/05/2019 To Date: 18/05/2019

Account No: 0134113010007195

Currency: MMK

Account Name: FRESCO MYANMAR COMPANY LIMITED/PAOLO CERATI

Open date: 06-Nov-2018

Branch: 0134_Ygn 54 (HAGL-Myanmar Plaza)

No	Cheque	Description	Transaction date	T/T	T/C	Debit	Credit	Balance
				Opening Balance			**2,338,279.29**	
1		IBDIT190517 13442,1IR905166740C01,UOVBSGSG@1530	17/05/2019	TD			7,547,382.90	9,885,662.19
2		From City Mart	17/05/2019	TD			2,247,580.00	12,133,242.19
							Closing Balance	**12,133,242.19**

CH = Cash
TR = Transfer
CL = Clearing
IB = Internet Banking
T/T = Type of Transaction

Account Summary

Opening Balance:	2,338,279.29
Total Debit:	0
Total Credit:	9,794,962.90
Closing Balance:	12,133,242.19

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Thank you for using AYA eBanking Services!!

Fresco Myanmar
Waste Management Plan

- Fresco's business is a fresh vegetables producing business and produce only organic waste.
- The organic waste (plants parts, rejected fruits, leaves, grass) are directly composted in the farm to generate compost to be use as a fertilizer.
- Compost is organic matter that has been decomposed in a process called composting. This process recycles various organic materials otherwise regarded as waste products and produces a soil conditioner (the *compost*).
- Compost is rich in nutrients. It is used, for example, in gardens, landscaping, horticulture, urban agriculture and organic farming. The compost itself is beneficial for the land in many ways, including as a soil conditioner, a fertilizer, addition of vital humus or humic acids, and as a natural pesticide for soil. In ecosystems, compost is useful for erosion control, land and stream reclamation, wetland construction, and as landfill cover (see compost uses).
- Fresco uses environmentally friendly solution for agriculture technics that involve the uses of plastics or other inorganic material.
- For mulching, instead of plastic film, Fresco uses rice straw that are totally composting.
- The company produce only very little amount of solid rubbish that is weekly disposed in Heho collection place.

Fresco Myanmar
Waste Management Plan



Step 1



Step 2



Step 3

Fresco Myanmar
Corporate Social Responsibility (CSR) Plan

- Fresco is promoting the development of the horticulture sector working on GIZ project, support IFC tomatoes project, working with NGO to help/train farmers to become professional suppliers producers for the high quality vegetables market.

- Fresco together with a consortium of Netherland companies, has trained 32 farmers on greenhouse farming and high quality vegetables production.

- Currently, Fresco has over 40 farmers producing high quality and clean vegetables in southern Shan state area. The farmers receive high quality seeds from Fresco, technical support, and fixed prices so that they can have a low risk production and gain a better income and to be connected with the high end market.

- Fresco vision is to support help the local farmers to transition from an heavy chemicals farming system to a more responsible and environmental production and to be able to supply high quality chemical free vegetables to the market such as Citymart, Metro, Hotels and restaurants.

Fresco Myanmar
Electricity Consumption Plan

- Electricity consumption is moderate.
- Fresco don’t have cooling or processing facilities; around **1,200 KWh** for one month.

Fresco Myanmar
Breakdown list of machinery and operational materials

Breakdown list of machinery and operational materials which are already bought :

No.	Name	Description	Unit	Amount (USD)
1.	Green house	For a total of 2,600 square meters	2	23,582

CONTROLUNION GLOBALG.A.P.

GGN: **4059883886870**

Option 1

Issued to

Producer - Fresco Myanmar Co., Ltd. - N.5, Shwe Sa Pal, Aung Theik Hti Road, Mayangone Township, 11062 , - Yangon Myanmar

The Certification Body Control Union Certifications B.V. declares that the production of the products mentioned on this certificate has been found to be compliant in accordance with the standard: **GLOBALG.A.P.**

Product	Product Cert. No.[1]	Attributes	Quantities	CoD[2]	Schemeversion
Tomatoes	00072-NKHPX-0002	Harvest Included: Included Product Handling: Facility Parallel Production (PP)?: No Parallel Ownership (PO)?: No	Non cov. first[3]: 0.0000 ha Non cov. further[4]: 0.0000 ha Cov. first[5]: 0.1000 ha Cov. further[6]: 0.0000 ha	MMR	GLOBALG.A.P. IFA version 5.1

Online Certificate Validation Tool

All listed information refers to the certificate of the producer and reflects current certification information in the database as of the log date. The current status of this certificate can be verified at **https://database.globalgap.org/search**

1 GLOBALG.A.P. Product Certificate Number
2 Countries of Destination. The countries where the product is intended to be sold.
3 Non Covered Crops First Harvest in hectares
4 Non Covered Crops Further Harvest in hectares
5 Covered Crops First Harvest in hectares
6 Covered Crops Further Harvest in hectares

Log Date (Printing date of certificate)**: 2019-03-12 11:01 UTC (GMT) 24h**

Valid from (This certificate may be valid up to 12 month from this date)**: 2019-03-12**

Valid to (must always be checked against latest certificate information in database)**: 2020-03-11**

Date of Certification decision: 2019-03-12

CONTROLUNION GLOBALG.A.P.

GGN: **4059883886870**

Option 1

Issued to

Producer - Fresco Myanmar Co., Ltd. - N.5, Shwe Sa Pal, Aung Theik Hti Road, Mayangone Township, 11062 , - Yangon Myanmar

The Certification Body Control Union Certifications B.V. declares that the production of the products mentioned on this certificate has been found to be compliant in accordance with the standard: **GLOBALG.A.P.**

Product	Product Cert. No.[1]	Attributes	Quantities	CoD[2]	Schemeversion
Capsicums (Peppers / Chillies)	00072-NKHPT-0002	Harvest Included: Included Product Handling: Facility Parallel Production (PP)?: No Parallel Ownership (PO)?: No	Non cov. first[3]: 0.0000 ha Non cov. further[4]: 0.0000 ha Cov. first[5]: 0.1250 ha Cov. further[6]: 0.0000 ha	MMR	GLOBALG.A.P. IFA version 5.1

Online Certificate Validation Tool

All listed information refers to the certificate of the producer and reflects current certification information in the database as of the log date. The current status of this certificate can be verified at **https://database.globalgap.org/search**

1 GLOBALG.A.P. Product Certificate Number
2 Countries of Destination. The countries where the product is intended to be sold.
3 Non Covered Crops First Harvest in hectares
4 Non Covered Crops Further Harvest in hectares
5 Covered Crops First Harvest in hectares
6 Covered Crops Further Harvest in hectares

Log Date (Printing date of certificate)**: 2019-03-12 11:02 UTC (GMT) 24h**

Valid from (This certificate may be valid up to 12 month from this date)**: 2019-03-12**

Valid to (must always be checked against latest certificate information in database)**: 2020-03-11**

Date of Certification decision: 2019-03-12

THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF HEALTH AND SPORTS
DEPARTMENT OF MEDICAL SERVICES
NATIONAL HEALTH LABORATORY
#35, Hmaw Kun Taik Street, Dagon Township, Yangon
BACTERIOLOGY SECTION

WATER EXAMINATION REPORT

Laboratory No : B-575 Date of Report : 16.1.19

Sender : AMD
Address : Fresco Myanmar
Voucher No : 001173
Source (Description) : Tube Well
Date and Time of collection : 4:00 Pm/14.1.19
Date and Time of receipt : 2:10 Pm/15.1.19

Result of Analysis:

Total coliforms in MPN/ 100ml	<1
Escherichia coli in MPN/ 100ml	<1

(MPN= Most Probable Number)

Report: Water sample of B-575 is **bacteriologically satisfactory** for drinking purpose.
Remarks:TECTA results form attached.

Microbiologist

Head/Senior Consultant Microbiologist
Bacteriology Section

TECTA-B16 (2.2.2) Report

Sample ID: B575

Collection Time: 2019-01-15 14:50:36

Stored: Unknown

Test Start Time: 2019-01-15 14:50:36

Target Temperature (C): 35.3

Actual Temperature (C): 35.32 @ 3:00 | 35.3 @ 9:00 | 34.91 @ 17:30

Data File: XEND00012.2019-01-15_14.50.36_Chamber16_TIME.pds

Build: 22320150304

Test Result: TECTA-CCA-EC/TC

E. coli Result: < 1CFU/100 ml
[EC-35.5 Default Calibration rev. 1.0]

Total Coliform Result: < 1CFU/100 ml
[TC-35.5 Default Calibration rev. 2.0]

Endetec | Biosciences Complex | 116 Barrie Street, Suite 4697 | Kingston, ON, K7L 3N6 | Canada

Advanced Medical & Diagnostics Trading Ltd
No.20(A),YwarLae Lane, Za-North Ward , Thingungyun Township, Yangon
The Republic of The Union of Myanmar.
Tel : 01-571656 / 01-565797 / 09-73112672 / 09-73176248
Fax : 01-8551095
E-mail :amd@amdmyanmar.com
Website : www.amdmyanmar.com

Water and Waste Water Treatment Division
Report on Microbiology Test

Attention: : Fresco Myanmar Co., Ltd.

Location : Heho

Date of collection : 04:00 Pm on 14.1.2019

Date of analysis : 02:10 Pm on 15.1.2019

Result of Analysis

Location	*Source of sample*	*Total Coliform in M.P.N*	*E.Coli in M.P.N*	*Remark*
Fresco Myanmar Co., Ltd.	Tube Well	<1	<1	Satisfactory

Nil: Not isolated

Remarks:	According to the result, Tube Well sample is microbiologically satisfactory.

Best regards,

Win Pyae Pyae Aung
Laboratory In-Charge
Water Treatment Division
Amd Trading Co., Ltd.

Advanced Medical & Diagnostics Trading Ltd
No.20(A),Ywar Lae Lane, Za-North Ward , Thingungyun Township, Yangon
The Republic of The Union of Myanmar.
Tel : 01-571656 / 01-565797 / 09-73112672 / 09-73176248
Fax : 01-8551095
E-mail : amd@amdmyanmar.com
Website : www.amdmyanmar.com

Water and Waste water Treatment Division
ANALYTICAL RESULTS

Client : Fresco Myanmar Co., Ltd.
Location : Heho
Type of Sample : Tube Well
Date of analysis : 15.1.2019

Chemical Tests

Sr.	Item	Tube Well	Unit	WHO Standard
1.	pH	7.57	-	6.5~8.5
2.	Iron	0.00	mg/l	0.3 mg/l
3.	Turbidity	0.98	NTU	5 NTU
4.	Chloride	5	mg/l	250 mg/l
5.	Sulfate	Nil	mg/l as SO_4	250 mg/l
6.	Suspended Solid	0	mg/l	No Standard
7.	Phosphate (PO_4)	Nil	mg/l	No Standard
8.	Arsenic (As)	Nil	mg/l	0.01 mg/l
9.	Lead	Nil	mg/l	0.01 mg/l

Remarks: : According to the test result, all parameters are acceptable within the target range.

Win Pyae Pyae Aung
Laboratory In-Charge
Water Treatment Division
Amd Trading Co., Ltd.

Form (7 - A)

Application form for Land Rights Authorization

To,

Chairman

Myanmar Investment Commission

Reference No.

Date .

Subject: **Application for Land Lease or land Lang Rights Authorization to be invested**

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rule 116 :-

1. Particulars relating to Owner of land / building
   - (a) Name of owner / organization - Valle Verde Co.,Ltd
   - (b) Area – 4.54 Ares (Plot No.17+30,18, Holding No.98,99, Kwin No.2)
   - (c) Location – Heho Valley , Heho Village, Kalaw Township, Taunggyi District, Shan State(South)
   - (d) Initial period permitted to use the land (Validity of land grant) – N/A
   - (e) Payment of long term lease as equity Yes ( ) No (√)
   - (f) Agreed by Original Lessor Yes (√) No ( )
   - (g) Type of Land - Agricultural Land

2. Lessor
   - (a) Name / Company's name / Department / Organization – Valle Verde Co,Ltd
   - (b) National Registration Card No – Company Registration No.115284371
   - (c) Address – No.6, 9 floor, Building C, New Mingalar Market, Corner of Mill Road and Banyardala Road, Mingalar Taung Nyunt Township, Yangon, Myanmar

3. Lessee
   - (a) Name / Company's name / Department / Organization – Fresco Myanmar Co.,Ltd
   - (b) National Registration Card No - Company Registration No.106672563
   - (c) Citizenship – Foreign Company
   - (d) Address – No.5, Shwe Sa Pal, Aung Theik Hti Road, Mayangone Township, Yangon, Myanmar

4. Particular of the proposed Land Lease
   - (a) Type of Investment - Production of vegetables, salads and herbs
   - (b) Investment Location(s) - Plot No.17+30,18 , Holding No.98,99, Kwin No.2, Heho Valley
   - (c) Location (Ward, Township, State, Region) - Heho Village, Kalaw Township, Taunggyi District, Shan State(South)
   - (d) Area of Land - 4.54 Arces (18372.74 sqm)
   - (e) Value of Building - N/A

5. To enclose land ownership and Land Grant, ownership evidences (expect Industrial Zone), Land map and Land Lease Agreement (Draft)

   Attachments :

   (1) Form 7

   (2) Form 105

   (3) Land Purchase Agreement

   (4) Draft Land Lease Agreement

   (5) Power authorization

6. Whether it is sub-leased from the following person in regarding to Land Lease or not – No
   - ☐ Person who has the rights to use the Land or Buildings of the Government from Government Department and Organization in accordance with the national laws.
   - ☐ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

7. Land / Building lease rate (per square meter per year) – 163.29 Kyats

8. Land Use Premium – (LUP) (If it is leased from the land belonged to Government Department / Organization, the LUP shall be paid in cash by the lessee.)

   Rate per Acre : --

9. Whether it is agreed by original land lessor or land tenant not – Yes

10. Proposed land or building use / lease period - 50 years

11. Whether it is the land located in the relevant business zone area such as Industrial Zone, Hotel Zone, Trade Zone and etc Or not (To describe Zone) - N/A

PAOLO CERATI
MANAGING DIRECTOR
FRESCO MYANMAR CO.,LTD.

Signature	
Name of Investor	Mr.Paolo Cerati
Designation	Managing Director
Department / Company	Fresco Myanmar Co.,Ltd
(Seal / Stamp)	FRESCO MYANMAR CO.,LTD. Reg: No. 106672563

ပုံစံ (၇ - က)

မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊
ရက်စွဲ၊ ၂၀ ခုနှစ်၊ လ ရက်

အကြောင်းအရာ။ **ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။**

ကျွန်တော်/ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ ၁၁၆ နှင့်အညီ အောက်ပါအချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ မြေ/ အဆောက်အအုံ၏ ပိုင်ရှင်နှင့်စပ်လျဉ်းသောအချက်အလက်များ

(က) ပိုင်ရှင်အမည်/အဖွဲ့အစည်း Valle Verde ကုမ္ပဏီ လီမိတက်

(ခ) ဧရိယာအကျယ်အဝန်း ၄.၅၄ ဧက [ဦးပိုင်အမှတ် (၉၈၊၉၉)၊ မြေကွက်အမှတ် (၁၇+၃၀၊၁၈)၊ ကွင်းအမှတ် (၂)]

(ဂ) တည်နေရာ ဟဲဟိုးချိုင့်ဝှမ်း၊ ဟဲဟိုးကျေးရွာအုပ်စု၊ ကလောမြို့နယ် ၊ တောင်ပိုင်း ရှမ်းပြည်နယ်။

(ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ(မြေငှားဂရမ်သက်တမ်း) -

(င) နှစ်ရှည်ငှားရမ်းခများကိုမတည်ရင်းနှီးငွေအဖြစ်ဖော်ပြခဲ့ခြင်းရှိ-မရှိ မရှိ

(စ) ကနဦးငှားရမ်းသူကသဘောတူ/မတူ သဘောတူ

(ဆ) မြေအမျိုးအစား လယ်ယာမြေ

၂။ အငှားချထားသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း Valle Verde ကုမ္ပဏီ

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် ကုမ္ပဏီမှတ်ပုံတင်အမှတ် ၁၁၅၂၈၄၃၇၁

(ဂ) နေရပ်လိပ်စာ (၆-၉)လွှာ ၊ အဆောက်အအုံ စီ ၊ မင်္ဂလာဈေးသစ် ၊ စက်ရုံလမ်းနှင့် ဗညားဒလလမ်းထောင့် ၊ မင်္ဂလာတောင်ညွန့်မြို့နယ် ၊ ရန်ကုန်မြို့ ။

၃။ အငှားချထားခြင်းခံရသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း Fresco Myanmar ကုမ္ပဏီလီမိတက်

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ကုမ္ပဏီမှတ်ပုံတင်အမှတ် ၁ဂ၆၆၇၂၅၆၃

(ဂ) နိုင်ငံသား နိုင်ငံခြား ကုမ္ပဏီ

(ဃ) နေရပ်လိပ်စာ အမှတ် ၅ ၊ ရွှေစံပယ် အောင်သိဒ္ဓိလမ်း ၊ မရမ်းကုန်းမြို့နယ် ၊ ရန်ကုန်မြို့။

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဥ်းသည့်အချက်အလက်များ

(က) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား ဟင်းသီးဟင်းရွက်များ စိုက်ပျိုးထုတ်လုပ်ရောင်းချခြင်း

(ခ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ)၊ ဦးပိုင်အမှတ် (၉၈၊၉၉)၊ မြေကွက်အမှတ် (၁၇+၃ဂ၊၁၈)၊ ကွင်းအမှတ် (၂) ၊ ဟဲဟိုးချိုင့်ဝှမ်း၊

(ဂ) တည်နေရာ (ရပ်ကွက်၊ မြို့နယ်၊ ပြည်နယ်/တိုင်းဒေသကြီး) ဟဲဟိုးကျေးရွာအုပ်စု၊ ကလောမြို့နယ် ၊ တောင်ပိုင်း ရှမ်းပြည်နယ်။

(ဃ) မြေဧရိယာအကျယ်အဝန်း ၄.၅၄ ဧက (၁၈၃၇၂.၇၄ စတုရန်းမီတာ)

(င) အဆောက်အအုံအရွယ်အစား/အရေအတွက် -

(စ) အဆောက်အအုံတန်ဖိုး -

၅။ မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်အထား(စက်မှုဇုန်မှ အပ)၊မြေပုံနှင့် မြေငှားစာချုပ်(မူကြမ်း) တင်ပြရန်။ (ပူးတွဲပါ)

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဥ်း၍ အောက်ဖော်ပြပါပုဂ္ဂိုလ်ထံမှ တစ်ဆင့်ငှားရမ်းထားခြင်း ရှိ-မရှိ-

☐ နိုင်ငံတော်၏ဥပဒေများနှင့်အညီအစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံမှ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအသုံးပြုခွင့်အား ယခင်ကပင် ရရှိထားသောပုဂ္ဂိုလ်၊

☐ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီနိုင်ငံတော်ပိုင်မြေသို့မဟုတ် အဆောက်အအုံအားတစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင် ရယူရန်အခွင့်ရှိသည့် ပုဂ္ဂိုလ်။

၇။ မြေ/အဆောက်အအုံ ငှားရမ်းခနှုန်း(တစ်နှစ်လျှင်တစ်စတုရန်းမီတာအတွက်) ၁၆၃.၂၉ ကျပ်

၈။ မြေအသုံးချမှုပရီမီယံကြေး(Land Use Premium - LUP) (အစိုးရဌာန/ အစိုးရအဖွဲ့ အစည်းပိုင် မြေငှားရမ်းခြင်းဖြစ်ပါကအငှားချထားခြင်းခံရသူထံမှငွေသားဖြင့် LUP တောင်းခံပါမည်။)

တစ်ဧကနှုန်း --

၉။ မူလမြေငှားရမ်းခွင့်ရှိသူသို့မဟုတ်မြေအသုံးပြုခွင့်ရသူမှ ---------သဘောတူ--------------- ငှားရမ်းရန်သဘောတူ/မတူ

၁၀။ လျှောက်ထားသည့် မြေ သို့မဟုတ် -------နှစ် ၅၀------------------------------------ အဆောက်အအုံ ငှားရမ်း/ အသုံးပြုခွင့်သက်တမ်း

၁၁။ စက်မှုဇုန်၊ ဟိုတယ်ဇုန်၊ ကုန်သွယ်ရေးဇုန် --
အစရှိသည့် သက်ဆိုင်ရာ လုပ်ငန်းဇုန်ဧရိယာ --
အတွင်းရှိမြေ ဟုတ်/မဟုတ် (ဇုန်ကိုဖော်ပြရန်)

PAOLO CERATI
MANAGING DIRECTOR
FRESCO MYANMAR CO.,LTD.

လျှောက်ထားသူလက်မှတ်

အမည် Mr.Paolo Cerati

ရာထူး Managing Director

ဌာန/ကုမ္ပဏီတံဆိပ် Fresco Myanmar Co.,Ltd

FRESCO MYANMAR CO.,LTD.
Reg: No. 106672563

လယ်ယာမြေလုပ်ပိုင်ခွင့်ရရှိသူ၏ အကြောင်းအရာ

၁။ ပုဂ္ဂိုလ်/အဖွဲ့အစည်းအမည်၊ ---[illegible]---

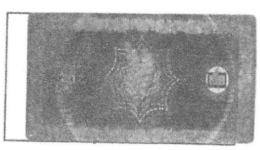
၂။ အဘအမည်၊ ---[illegible]---

၃။ နိုင်ငံသား/အမျိုးသားစိစစ်ရေးကတ်အမှတ်၊ ---၁၃/ [illegible] ---

(ကုမ္ပဏီ/အဖွဲ့အစည်းဖြစ်ပါက

ကုမ္ပဏီ/အဖွဲ့အစည်းမှတ်ပုံတင်အမှတ်)

၄။ နေရပ်လိပ်စာ၊ ---[illegible]---



လုပ်ပိုင်ခွင့်ပြုသည့် လယ်ယာမြေအကြောင်းအရာ

၁။ မြို့နယ်အမည်၊ ---ကလော---

၂။ ရပ်ကွက်/ကျေးရွာအုပ်စုအမည်၊ ---ဟဲဟိုး---

၃။ ကွင်း/အကွက်အမှတ်၊ ---၁---

၄။ ကွင်း/အကွက်အမည်၊ ---[illegible]---

၅။ ဦးပိုင်လုပ်ကွက်အမှတ်၊ ---[illegible]---

၆။ မြေမျိုး၊ ---ယာ---

၇။ ဧရိယာ(ဧက)၊ ---[illegible] ဧက---

၈။ ခွင့်ပြုသည့်စာအမှတ်၊ ---[illegible]---

၉။ ခွင့်ပြုသည့်ရက်စွဲ၊ ---[illegible]. ၂၀၁၆---

၁၀။ မှတ်ချက်၊ ---

လယ်ယာမြေဥပဒေပုဒ်မ ၆၊ ၇ နှင့် ၈ တို့အရ စည်းကမ်းချက်များ ဖောက်ဖျက်ခြင်း မရှိသရွေ့ လုပ်ပိုင်ခွင့်ပြုသည်။ (သက်သေခံမြေပုံပူးတွဲထားပါသည်။)

စာအမှတ် ---
ရက်စွဲ ---
ကလော မြို့

(-----------)
[illegible]
မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့
ကလော မြို့

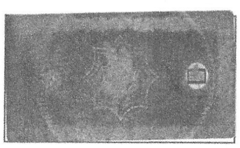
<u>လယ်ယာမြေလုပ်ပိုင်ခွင့်ရရှိသူ၏ အကြောင်းအရာ</u>

၁။ ပုဂ္ဂိုလ်/အဖွဲ့အစည်းအမည်၊ ------ ဒေါ်ချိုညို ------

၂။ အဘအမည်၊ ------ ဦး မြဦး ------

၃။ နိုင်ငံသား/အမျိုးသားစိစစ်ရေးကတ်အမှတ်၊ ၁၂/မရက(နိုင်) ၁၉၃၂၉၆
(ကုမ္ပဏီ/အဖွဲ့အစည်းဖြစ်ပါက
ကုမ္ပဏီ/အဖွဲ့အစည်းမှတ်ပုံတင်အမှတ်)

၄။ နေရပ်လိပ်စာ၊ ------ [illegible] ------



<u>လုပ်ပိုင်ခွင့်ပြုသည့် လယ်ယာမြေအကြောင်းအရာ</u>

၁။ မြို့နယ်အမည်၊ ------ [illegible] ------

၂။ ရပ်ကွက်/ကျေးရွာအုပ်စုအမည်၊ ------ [illegible] ------

၃။ ကွင်း/အကွက်အမှတ်၊ ------ ၁ ------

၄။ ကွင်း/အကွက်အမည်၊ ------ [illegible] ------

၅။ ဦးပိုင်လုပ်ကွက်အမှတ်၊ ------ ၉၈ ------

၆။ မြေမျိုး၊ ------ ယာ ------

၇။ ဧရိယာ(ဧက)၊ ------ ၂.၄၁ ------

၈။ ခွင့်ပြုသည့်စာအမှတ်၊ ------ ၄/၁၆ [illegible] (၄.ယာ) ------

၉။ ခွင့်ပြုသည့်ရက်စွဲ၊ ------ ၃၀.၃.၂၀၁၆ ------

၁၀။ မှတ်ချက်၊ ------

လယ်ယာမြေဥပဒေပုဒ်မ ၆၊ ၇ နှင့် ၈ တို့အရ စည်းကမ်းချက်များ ဖောက်ဖျက်ခြင်း မရှိသရွေ့ လုပ်ပိုင်ခွင့်ပြုသည်။
(သက်သေခံမြေပုံပူးတွဲထားပါသည်။)

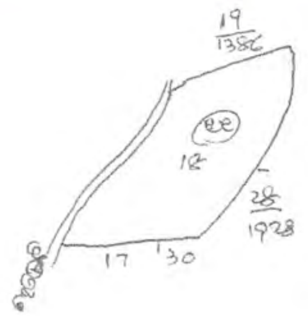
ရုံးတံဆိပ်

(-----------)
အတွင်းရေးမှူး
မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့
--------------မြို့

မြေစာရင်းပုံစံ - ၁၀၅

မှန်ကန်ကြောင်း သက်သေခံ / သက်သေမခံ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ လက်ခံရေးကူးရန်ပုံစံ

တိုင်းဒေသကြီး/ ပြည်နယ် ရှမ်း (တောင်)	
ခရိုင် တောင်ကြီး	
မြို့နယ်/ မြို့နယ်ခွဲ ကလော	
ရပ်ကွက်/ ကျေးရွာအုပ်စု ဟဲပွဲ	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် ၁. ဟဲပွဲ ချိုင့်ဖြူ	
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် ၆၉ 18	စကေး - ၁မိုင်လျှင် ၁၆လက်မ



ဦးပိုင်အမှတ်	အခွန်စည်းကြပ်ခံရသူ/ပိုင်ရှင်/ဂရန်ရှင်/အငှားဂရန်ရှင် အမည်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့်အတန်း	ဧရိယာ (ဧက)	မှတ်ချက်
၆၉	ဒေါ်ချိုချို	-	ယာ	~~[illegible]~~	
				၁.၀၇	

ရေးကူးပေးသည့်အကြောင်းအရာ [illegible]

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်)

လျှောက်ထားသူအမည် - ဒေါ်ချိုချို

လျှောက်လွှာတင်သည့်နေ့စွဲ -

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ -

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၈) ခုနှစ် အတွက် နောက်ဆုံးထွက်ရှိထားသော မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အမှုထမ်း/မြေတိုင်းစာရေးလက်မှတ် -

နေ့စွဲ - (အောင်ဇော်မြင့်) မြေတိုင်း(၄)

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်

လက်ထောက်ဦးစီးမှူးလက်မှတ် -

နေ့စွဲ -

ရုံးတံဆိပ်

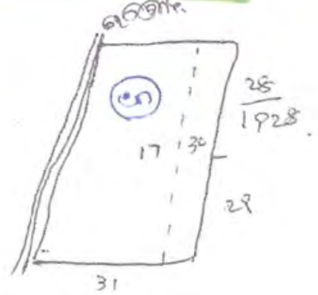
(ဇော်ဝင်း) လက်ထောက်ဦးစီးမှူး မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန ကလောမြို့

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူးလက်မှတ် နေ့စွဲ - မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန ကလောမြို့

မြေစာရင်းပုံစံ - ၁၀၅

မှန်ကန်ကြောင်း သက်သေခံ / သက်သေမခံ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ လက်ခံရေးကူးရန်ပုံစံ

တိုင်းဒေသကြီး/ ပြည်နယ် [illegible]	
ခရိုင် [illegible]	
မြို့နယ်/ မြို့နယ်ခွဲ [illegible]	
ရပ်ကွက်/ ကျေးရွာအုပ်စု [illegible]	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် ၁. [illegible]	
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် ၉၈ 17+30	[illegible]

ဦးပိုင် အမှတ်	အခွန်စည်းကြပ်ခံရသူ/ပိုင်ရှင်/ ဂရန်ရှင်/အငှားဂရန်ရှင် အမည်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် အတန်း	ဧရိယာ (ဧက)	မှတ်ချက်
၉၈	[illegible]	-	ယာ	၂.၅၃	

ရေးကူးပေးသည့်အကြောင်းအရာ	[illegible]

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်)

လျှောက်ထားသူအမည် - [illegible]

လျှောက်လွှာတင်သည့်နေ့စွဲ -

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ -

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၆) ခုနှစ် အတွက် နောက်ဆက်တွဲ တိုင်းတာခြင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

ရုံးတံဆိပ်

အမှုထမ်းထိန်း/မြေတိုင်းစာရေးလက်မှတ် -

နေ့စွဲ - (အောင်ဇော်မြင့်) မြေတိုင်း(၄)

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည် -

လက်ထောက်ဦးစီးမှူးလက်မှတ် -

နေ့စွဲ -

(ဇော်ဝင်း) လက်ထောက်ဦးစီးမှူး

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူးလက်မှတ် - နေ့စွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
REPUBLIC OF THE UNION OF MYANMAR
အခွန်တံဆိပ်ခေါင်း
REVENUE STAMP
၅၀၀ ကျပ် ငွေငါးရာကျပ် K 500

နှစ်ဦးသဘောတူယာမြေအရောင်းအဝယ်ကတိစာချုပ်

ရက်စွဲ။ ၂၀၁၈ ခုနှစ်၊ ဒီဇင်ဘာလ (၆) ရက်

ရောင်းသူ။ ။ ဒေါ်ချိုချို (ဘ) ဦးမြခိုင်၊ ၁၂/မရက(နိုင်)၁၅၃၂၉၆
အမှတ် (၅)၊ အောင်သိဒ္ဓိလမ်း၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်။

ဝယ်ယူသူ။ ။ VALLE VERDE COMPANY LIMITED
အောင်သိဒ္ဓိလမ်း၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်။

(အထက်အမည်ပါ "ရောင်းသူ" နှင့် "ဝယ်သူ" ဟုဆိုရာတွင် အဆိုပါရောင်းသူ/ဝယ်သူနှင့်တကွ ၎င်းတို့၏ အမွေစား အမွေခံများ၊ တရားဝင်ကိုယ်စားလှယ်များနှင့် လွှဲပြောင်းခြင်းခံရသူများပါ ပါဝင်သည်ဟုမှတ်ယူရမည်။)

အောက်ပစ္စည်းစာရင်းတွင် အသေးစိတ်ဖော်ပြထားသော မြေကွက်နှင့် ယင်းမြေကွက်ပေါ်ရှိ အကျိုးခံစားခွင့် အရပ်ရပ်တို့ကို အထက်အမည်ပါ အပိုင်ရောင်းသူက ကလောမြို့ လယ်ယာမြေစီမံခန့်ခွဲမှုနှင့် စာရင်းအင်းဦးစီးဌာနရှိ မြေစာရင်းတွင် အမည်ပေါက် လယ်ယာမြေလုပ်ကိုင်ခွင့်ရရှိထားပါသည်။

အထက်အမည်ပါ အပိုင်ရောင်းချသူသည် အောက်စာရင်းပါ မြေကွက်နှင့် ယင်းမြေကွက်ပေါ်ရှိ အကျိုးခံစားခွင့်အရပ်ရပ်တို့ကို မိမိတစ်ဦးတည်းသာပိုင်ဆိုင်၍ လွှဲပြောင်းရောင်းချခွင့်ရှိပါကြောင်း၊ အခြားမည်သူတစ်ဦး တစ်ယောက်မျှ ပိုင်ဆိုင် အကျိုးခံစားခွင့် လုံးဝမရှိ။ အမွေစားအမွေခံ အပေါင်အနှံ့မှစ၍ အခြားသူတစ်ပါးထံသို့ ရောင်းချ၊ ပေးကမ်း၊ စွန့်လွှတ်၊ လျှုဒါန်းထားခြင်း၊ အာမခံအဖြစ်တင်သွင်းထားခြင်းတို့မှ လုံးဝကင်းရှင်းကြောင်း ဝန်ခံလျက်၊ အောက်ဖော်ပြပါ ပစ္စည်းများကို အပိုင်ဝယ်ယူသူသို့ တန်ဖိုးငွေ - ၁၀၅၀၀၀၀၀/- (ကျပ် တစ်ရာ့ငါးသိန်းတိတိ) ဖြင့် အပြီးအပိုင်လွှဲပြောင်းရောင်းချရန် ကမ်းလှမ်းရာ အပိုင်ဝယ်ယူသူကလည်း အဆိုပါတန်ဖိုးငွေဖြင့် ဝယ်ယူရန် သဘောတူပါသည်။

အထက်အမည်ပါ အပိုင်ဝယ်သူက ရောင်းချသောတန်ဖိုးငွေ - ၁၀၅၀၀၀၀၀/- (ကျပ် -တစ်ရာ့ငါးသိန်းတိတိ) ကို အပိုင်ရောင်းသူသို့ ပေးချေရာ အပိုင်ရောင်းသူမှလည်း လက်ခံရရှိပါကြောင်း ဝန်ခံကတိပြုပြီး မိမိရောင်းချသော အောက်စာရင်းပါ ယာမြေအပြင် ယင်းနှင့် ဆက်နွယ်ပတ်သက်သည့် လယ်ယာမြေလုပ်ပိုင်ခွင့်လက်မှတ်ပုံစံ (၇)၊ အထူးကိုယ်စားလှယ်လွှဲစာ အစရှိသည် တို့ကို အပိုင်ဝယ်ယူသူသို့ ပေးအပ်ရာ အပိုင်ဝယ်ယူသူမှလည်း အေးချမ်းသာယာစွာ လက်ခံရရှိပါကြောင်း ဝန်ခံကတိပြုပါသည်။

အထက်အမည်ပါ အပိုင်ရောင်းသူက ထုတ်ဖော်ဝန်ခံသည်မှာ ယခုမိမိရောင်းချလိုက်သော အောက်စာရင်းပါ ယာမြေကွက်နှင့် ယင်းမြေပေါ်ရှိ အကျိုးခံစားခွင့် အရပ်ရပ်တို့နှင့်ပါတ်သက်၍ နောက်နောင် အခြားသူတစ်ဦးတစ်ယောက်ထံမှ ပိုင်ဆိုင်ခွင့်နှင့် ပတ်သက်၍ တစ်နည်းနည်းဖြင့် အရှုပ်အရှင်းတစ်စုံတစ်ရာ ပေါ်ပေါက်လာပါက အထက်အမည်ပါ အပိုင်ရောင်းသူက မိမိ၏ စရိတ်ဖြင့် ပြီးဆုံးပြေလည်သည့်တိုင်အောင် လိုက်လံ ဖြေရှင်းပေးပါမည်။ အကယ်၍ ယင်းသို့လိုက်လံဖြေရှင်းပေးပါလျက် မပြီးမပြတ်ဘဲ အပိုင်ဝယ်ယူသူ၌ ပစ္စည်းလက်လွတ် နစ်နာဆုံးရှုံးခဲ့ပါလျှင် ယင်းသို့နစ်နာဆုံးရှုံးကုန်ကျသမျှ အရပ်ရပ်စရိတ်ကြေးငွေများနှင့်တကွ ယခုရောင်းချသော အောက်စာရင်းပါ ပစ္စည်းများ၏တန်းဘိုးငွေများကိုပါ တပါတည်း ပြန်လည်ပေးလျော်ပါမည်ဟု အပိုင်ရောင်းသူက ဝန်ခံကတိပြုပါသည်။

(အပိုင်ရောင်းသူ)

6-12-2018

အောင်ရေချမ်း
အုပ်ချုပ်မှုမှူး
...ကျေးရွာအုပ်စု ...မြို့နယ်

(အပိုင်ဝယ်သူ)

စာမျက်နှာ - ၂ - သို့

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ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
REPUBLIC OF THE UNION OF MYANMAR
အခွန်တံဆိပ်ခေါင်း
REVENUE STAMP
၅၀၀ကျပ် ငါးရာကျပ် K 500

အောက်စာရင်းပါ ယာမြေကွက်နှင့်ပတ်သက်၍ ပေးဆောင်ရန်ရှိသော အရပ်ရပ်သောအခွန်အခများကို ဤစာချုပ်ချုပ်ဆိုသည့်နေ့အထိ ကြွေးကျန်မရှိစေဘဲ အပြေအကြေပေးချေရန် အပိုင်ရောင်းသူက တာဝန်ယူမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုပါသည်။

စာချုပ်ချုပ်ဆိုရာတွင် စာချုပ်ပြီးဆုံးအောင်မြင်ရေးအတွက်လိုအပ်ပါက ကလောမြို့ လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာနတွင် လိုအပ်သည်များကို လိုက်လံကူညီဆောင်ရွက်ပေးမည်ဖြစ်ကြောင်းကိုလည်း အပိုင်ရောင်းသူက ဝန်ခံကတိပြုပါသည်။

"အရောင်းအဝယ်ပြုလုပ်သည့်ပစ္စည်းစာရင်း"

ကလောမြို့နယ် ၊ ဟဲဟိုးကျေးရွာအုပ်စု ၊ ကွင်းအမှတ် (၁) ၊ ဟဲဟိုးချိုင့်ဝှမ်း ၊ ဦးပိုင်အမှတ် (၉၉)၊ မြေကွက်အမှတ် (၁၈) ၊ဧရိယာ(၁. ၈၃)ဧကနှင့်ဟဲဟိုးကျေးရွာအုပ်စု၊ကွင်းအမှတ် (၁)၊ဟဲဟိုးချိုင့်ဝှမ်း ဦးပိုင်အမှတ် (၉၈) ၊ မြေကွက်အမှတ် (၁၇+၃၀) ၊ ဧရိယာ (၂. ၇၁) ဧက

အထက်စာချုပ်ပါစကားရပ်များကို အပိုင်ရောင်းသူနှင့် အပိုင်ဝယ်ယူသူတို့ကိုယ်တိုင် ဖတ်ရှု သိရှိ နားလည်သဘောပေါက်ကြသဖြင့် မိမိ၏လွတ်လပ်သောဆန္ဒဖြင့် အောက်ပါအသိသက်သေများရှေ့တွင် ဤနှစ်ဦးသဘောတူယာမြေအရောင်းအဝယ်ကတိစာချုပ်ကို လက်မှတ်ရေးထိုးချုပ်ဆို ကြပါသည်။

ဒေါ်ချိုချို (ဘ) ဦးမြခိုင် ၁၂/မရက(နိုင်)၁၅၃၂၉၆ **(အပိုင်ရောင်းသူ)**	6-12-2018 အောင်ရေချမ်း အုပ် ချုပ် ရေး မှူး ဟဲဟိုးကျေးရွာအုပ်စု၊ ကလောမြို့နယ်	VALLE VERDE Co.,Ltd (ကစ) ဦးအောင်အောင်ဦး ၁၃/ကလန(နိုင်)၀၅၈၀၄၉ **(အပိုင်ဝယ်သူ)**

အသိသက်သေများ

၁။ ဒေါ်ချိုချိုခိုင်
၁၃/ကလန(နိုင်)၀၅၅၃၃၃
ရပ်ကွက်(၃)၊ကလောမြို့

၂။ ဒေါ်ခင်စိုးဝေ
၁၃/ကလန(နိုင်)၀၄၆၃၅၃
ဘလယ်ဘိုင်း(၄)ရပ်ကွက်၊ကလောမြို့။

ဒေါ်ခင်မျိုးလွင် (LLB)
တရားလွှတ်တော်ရှေ့နေ
စဉ်-၁၂၁၂၅ (၂၈.၂.၁၇)
ရုံးခန်းအိုက်တန်း(၁၁)၊ရပ်ကွက်(၅)၊ကလောမြို့
09-428327451 , 09-790236621

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၁၀၀၆-၁၄
V/ ၄၀၇ /၂၀၁၈
၆ . ၁၂ . ၂၀၁၈

မြန်မာနိုင်ငံတော် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်
အထူးကပ်တံဆိပ်ခေါင်း
SPECIAL ADHESIVE
၃၀၀ကျပ် K 300

အထူးကိုယ်စားလှယ်လွှဲစာ

၂၀၁၈ ခုနှစ်၊ ဖေဖော်ဝါရီ လ(၆)ရက်နေ့တွင် ကလေးမြို့ စာချုပ်စာတမ်းများ မှတ်ပုံတင် ရုံး၌ အောက်အမည်ပါသူတို့သည် ဤအထူးကိုယ်စားလှယ် လွှဲအပ်ခြင်းစာချုပ်ကို ပြုလုပ်ချုပ်ဆိုကြသည်မှာ- ကယ်ဆောင်ရွက်မှတ်တမ်းများကိုစာချုပ်နှာ-----------ကြည်

အထူးကိုယ်စားလှယ်လွှဲအပ်သူ။ ။ ဒေါ်ချိုချို (ဘ) ဦးမြဆိုင်
၁၂/မရက(နိုင်)၁၅၃၂၉၆
ဟင်ပဲကိုးကျေးရွာအုပ်စု၊ ကလေးမြို့နယ်။

စာချုပ်စာတမ်းမှတ်ပုံတင်အရာရှိ
ကလေးမြို့
၆ . ၁၂ . ၂၀၁၈

အထူးကိုယ်စားလှယ်လွှဲအပ်ခြင်းလက်ခံသူ။ မယ်(ကွ်)ဆီဇာဒီ ကူနပ္ပ ဟိုကိုဆီစီတက်
မောင်ဘိခွိ ယင်း၊ မရက်ကျူမြို့နယ်
ဂျပ်ကျုပ်

ကလေးမြို့နယ်၊ ကလေး......မြို့၊ ဟင်ပဲကိုးကျေးရွာအုပ်စု၊ ကွင်း/အကွက်အမှတ်(၁)၊ ကွင်း/အကွက်အမည်- ဟင်ပဲကိုးချိုင့်ဖွင့် ...၊ ဦးပိုင်အမှတ် (၄၈) ၊ မြေကွက်အမှတ် (၁၇+၁၀)၊မြေဧရိယာ(၂.၇၁)ဧကရှိ မြေပိုင်မြေကွက်နှင့် ယင်းမြေကွက်ပေါ်ရှိ အဆောက်အအုံ အပါအဝင် အကျိုးခံစားခွင့် အရပ်ရပ်တို့ နှင့် ပတ်သက်၍ ကိစ္စအဝဝဆောင်ရွက်ရာ၌ မိမိကိုယ်စား လိုက်ပါဆောင်ရွက် လက်မှတ်ရေးထိုးနိုင်ရန် အထူးကိုယ်စားလှယ်အဖြစ် လွှဲအပ်လိုက်ပါသည်။

အထူးကိုယ်စားလှယ် လွှဲအပ်ခြင်း လက်ခံယူသူအနေဖြင့် ယင်းမြေနှင့် ယင်းမြေကွက်ပေါ်ရှိ အကျိုးခံစားခွင့်များ နှင့်ပတ်သက်၍ ဆောင်ရွက်မှု အရပ်ရပ်တို့သည် ကျွန်ုပ်အထူးကိုယ်စားလှယ်လွှဲအပ်သူအနေဖြင့် ကိုယ်တိုင်ကိုယ်ကျ ဆောင်ရွက်ဘိသကဲ့သို့ သဘောပေါက် နားလည်ပါကြောင်း အောက်ပါ အသိသက်သေတို့၏ ရှေ့တွင်လက်မှတ်ရေးထိုး၍ ဤအထူး ကိုယ်စားလှယ်လွှဲအပ်ခြင်း စာချုပ်ကို ပြုလုပ်လွှဲအပ်ပေးလိုက်ပါသည်။

အသိသက်သေများ (၁၆၄၀) **အထူးကိုယ်စားလှယ်လွှဲအပ်သူ** (၁၆၃၉)

၁။ ....
ဒေါ်ချိုချိုမွှန် (ဘ) ဦးဒေါင်းဆိုင်
၁၁/ကလသ(နိုင်)၀၅၅၇၃၇
ဖထွတ် (၁) ရပ်ကွက်
ကလေးမြို့နယ်။

Ch Ch
ဒေါ်ချိုချို (ဘ) ဦးမြဆိုင်
၁၂/မရက (နိုင်) ၁၅၃၂၉၆

(၁၆၄၁)

၂။ ....
ဒေါ်ဖုနုကြည် (ဘ) ဦးမောင်လွင်
၁၁/ကလသ(နိုင်)၁၁၀၅၇၁
ချောင်းဖင်တောင်ရပ်ကွက်
မောင်းမှန်း၊ ကလေးမြို့နယ်။

ကိုယ်စားလှယ်မှန်ကြောင်း ဝန်ခံချက် မှတ်ရေးထိုးသည့်
ကလော စာချုပ်စာတမ်း မှတ်ပုံတင်ဌာနမှူး၏ မြို့နယ်
တွင်း ___[illegible]___ မြို့နေဦး ___[illegible]___ ၏ သား/သမီး
ဦး/ဒေါ် ___ချိုချို___ ကကျွန်ုပ်ရှေ့တွင်ပြောင်းဆိုသည့်
ရင်းလူတို့ ကိုယ်တိုင်သိသူဖြစ်ပါသည်။ ထို့အပြင် ___[illegible]___ မြို့
___[illegible]___ ရပ်နေဦး ___-___ ၏ သားဦး/သမီးဒေါ်
___[illegible]___ အားဦး/ဒေါ် ___[illegible]___ ကိုယ်တိုင်
ခံယူ ဖြစ် သည်။ ဟုတ် မှန် ကြောင်း ထွက် ဆို ပါ သည်။
___၂၀၁၈___ ခုနှစ်အတွက်နံပါတ် ___၄၀၇___ ဖြစ်သည်။

[illegible]
ကလောမြို့
၆.၁၂.၂၀၁၈

မြို့နယ်စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ကလောမြို့

VI ၄၀၈ / ၂၀၁၈

၆ . ၁၂ . ၂၀၁၈

အထူးကိုယ်စားလှယ်လွှဲစာ

၂၀၁၈ ခုနှစ်၊ ဒီဇင်ဘာ လ(၆)ရက်နေ့တွင် ကလောမြို့ စာချုပ်စာတမ်းများ မှတ်ပုံတင် ရုံး၌ အောက်အမည်ပါသူတို့သည် ဤအထူးကိုယ်စားလှယ် လွှဲအပ်ခြင်းစာချုပ်ကို ပြုလုပ်ချုပ်ဆိုကြသည်မှာ-

အထူးကိုယ်စားလှယ်လွှဲအပ်သူ။ ဒေါ်ချိုချို (သ/၁) ဦးမြင့်နိုင်
၁၂/မရက(နိုင်)၁၅၃၂၄၆
ဟဲဟိုး ကျေးရွာဟုပ်နု၊ ကလောမြို့နယ်

၆ . ၁၂ . ၂၀၁၈

အထူးကိုယ်စားလှယ်လွှဲအပ်ခြင်းလက်ခံသူ။
ဗဟို (လ်) ဘီဗာဒီ ရာစ္စလတိ ပီပီဝက်
ဗောက် ၁၁ ဗို့စွီ လမ်း ၊ ဗရဲမ်းကျုံး မြို့နယ်
ရန်ကုန်မြို့

ကလောမြို့နယ်၊ ကလော မြို့၊ ဟဲဟိုးကျေးရွာအုပ်စု၊ ကွင်း/အကွက်အမှတ်(၁)၊ ကွင်း/အကွက်အမည်-ဟဲဟိုးမျိုးဝှိုဒွမ်း ...၊ ဦးပိုင်အမှတ် (၉၉) ၊ မြေကွက်အမှတ် (၁၈)၊မြေဧရိယာ(၁.၈၃)ဧကရှိ မြေပိုင်မြေကွက်နှင့် ယင်းမြေကွက်ပေါ်ရှိ အဆောက်အအုံ အပါအဝင် အကျိုးခံစားခွင့် အရပ်ရပ်တို့ နှင့် ပတ်သက်၍ ကိစ္စအပဝဆောင်ရွက်ရာ၌ မိမိကိုယ်စား လိုက်ပါဆောင်ရွက် လက်မှတ်ရေးထိုးနိုင်ရန် အထူးကိုယ်စားလှယ်အဖြစ် လွှဲအပ်လိုက်ပါသည်။

အထူးကိုယ်စားလှယ် လွှဲအပ်ခြင်း လက်ခံယူသူအနေဖြင့် ယင်းမြေနှင့် ယင်းမြေကွက်ပေါ်ရှိ အကျိုးခံစားခွင့်များ နှင့်ပတ်သက်၍ ဆောင်ရွက်မှု အရပ်ရပ်တို့သည် ကျွန်ုပ်အထူးကိုယ်စားလှယ်လွှဲအပ်သူအနေဖြင့် ကိုယ်တိုင်ကိုယ်ကျ ဆောင်ရွက်ဘိသကဲ့သို့ သဘောပေါက် နားလည်ပါကြောင်း အောက်ပါ အသိသက်သေတို့၏ ရှေ့တွင်လက်မှတ်ရေးထိုး၍ ဤအထူး ကိုယ်စားလှယ်လွှဲအပ်ခြင်း စာချုပ်ကို ပြုလုပ်လွှဲအပ်ပေးလိုက်ပါသည်။

အသိသက်သေများ | **အထူးကိုယ်စားလှယ်လွှဲအပ်သူ**

၁။ (လက်မှတ်)
ဒေါ်ချိုချိုမွန် (သ/၁) ဦးအောင်စိုး
၁၃/ကလန(နိုင်)၀၅၅၇၃၇
အမှတ်(၁)ရပ်ကွက်
ကလောမြို့နယ်

(လက်မှတ်)
ဒေါ်ချိုချို (သ/၁) ဦးမြင့်နိုင်
၁၂/မရက(နိုင်)၁၅၃၂၄၆

၂။ (လက်မှတ်)
ဒေါ်နုနုကြည် (သ/၁) ဦးအောင်လွင်
၁၃/ကလန(နိုင်)၁၃၃၀၅၇၁
ရွာသစ်ပင်ထောင်ရပ်ကွက်
အောင်ပန်း၊ ကလောမြို့နယ်

ကိုယ်စားလှယ်မှန်ကြောင်းဝန်ခံလက်မှတ်ရေးထိုးသည်
ကလေးစာချုပ်စာတမ်းမှတ်ပုံတင်ဌာနမှူး၏မြို့နယ်
တွင်း ကလေး မြို့နေဦး [illegible] ၏ သား/သမီး
ဦး/ဒေါ် [illegible] ကကျွန်ုပ်ရှေ့တွင်ဖြောင့်ဆိုသည့်
ရင်းလူတို့ကိုယ်တိုင်သိသူဖြစ်ပါသည်။ထို့အပြင် [illegible] မြို့
[illegible] ရပ်နေဦး - ၏ သားဦး/သမီးဒေါ်
[illegible] အား ဦး/ဒေါ် [illegible] ကိုယ်တိုင်
ခံယူဖြစ်သည်။ဟုတ်မှန်ကြောင်းထွက်ဆိုပါသည်။
၂၀၁၈ ခုနှစ်အထက်နံပါတ် ၄၀၈ ဖြစ်သည်။

[illegible]
၆.၁၂.၂၀၁၈

ကလေးမြို့နယ်စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ကလေး

DRAFT

LONG-TERM LAND LEASE AGREEMENT

[Plot No. 18, 17+30, Holding No.98, 99, Kwin No.2, Heho Valley, Heho Village, Kalaw Township, Taunggyi District, Shan State(South)]

This Long-term Land Lease Agreement("Lease Agreement") is executed this 1st of June, 2019, by and between

Lessor : Valle Verde Co.,Ltd. , a limited liability company incorporated under the laws of Myanmar and having its principal place of business at No.6, 9 floor, Building C, New Mingalar Market, Corner of Mill Road and Banyardala Road, Mingalar Taung Nyunt Township, Yangon, ("Lessor"): and

Lessee : Fresco Myanmar Co.,Ltd., a limited liability company incorporated under the laws of Myanmar and having its principal place of business at N0.5 Shwe Sa Pal, Aung Theik Hti road, Mayangone, Yangon ("Lessee").

WHEREAS Lessor has entered into a Long-term Lease Agreement on Date with Lessee whereby Lessor grants to Lessee the right to cultivate and operate plantation business on the date specified on this Land Lease Agreement.

Lessor and Lessee hereby agree as follows:

1. Location.

Lessor hereby agrees to lease to Lessee the Plot No. 18, 17+30, Holding No.98, 99, Kwin No.2, Heho Valley, Heho Village, Kalaw Township, Taunggyi District, Shan State(South) upon the terms and conditions set in this Land Lease Agreement.

2. Purpose and Use

Lessee is permitted to cultivate and operate planation business. Lessee shall inform the Lessor of new structure installation on the latter. The Lessee shall allow the Lessor to perform these obligations provided lessee does in accordance with the land laws and regulations.

3. Term of Lease

This land lease shall be granted and accepted for a term of 50 years for the same term and on the same conditions by means of a rider to the lease signed by both parties no later than one months before the date of expiry of the land lease.

4. Rent Payment

Lessee agrees to pay Lessor, at Lessor's address set out above or at such other place as Lessor may designated in writing, rent for 1 year in the amount of MMK 3,000,000 (Three millions Kyats) [163.29 Kyats per square meter per year], payable 1 year in advance and for the first time on the date on which the lease takes effect in cash.

5. Delivery of Exclusive Possession

Lessor shall deliver exclusive and lawful possession of the entire land to Lessee on the effective date of this Land Lease Agreement.

6. Conditions Precedent

Prior to the Effective date of this Land Lease Agreement, Lessor shall satisfy the following conditions:

6.1. Lessor has registered the Lease Agreement with the relevant land office as required under applicable laws of Myanmar

6.2. Lessor has confirmed by writing to the Lessee that these lands have been cleared of any occupants.

7. Lessor's Warranties and Representation

7.1. Lessor undertakes that Lessee shall lawfully, peacefully and freely hold, occupy, use, operate, and enjoy these lands in order to fulfill its obligations and exercise its rights during the Initial Term and the Additional Term without disturbance, nuisance, or interference by Lessor, successors, assigns, agents, or creditors.
Lessor undertake that no third party shall have a right or claim to the Lands during the Initial Term and the Additional Term of the Land Lease Agreement.

7.2 Lessor warrants and represents that it has obtained all approvals from the respective land department and all other applicable government agencies and bodies, needed for Lessee to lawfully enter into this Land Lease agreement and to use the Lands for the purpose described in Article 2 at the all times during the Initial Term and the Additional Term.

7.3 Lessor warrants and represents that it is the lawful and sole owner and there are no encumbrances, mortgages, liens or security interests on the Lands other than those creates pursuant to this Land Lease Agreement.

7.4. Lessor warrants and represents that the lands will be free from any occupants at the effective date of this Land Lease Agreement.

7.5 Lessor warrants and represents that the lands is free from pollution, unexploded ordinances and environment damage.

8. Authorization to Build

Lessee is hereby authorized by Lessor to carry out all construction works on the lands, in accordance with land laws and regulations and by approval of relevant land department.

9. Signs

Lessee shall have the right to erect any sign related to its business on the condition that such sign comply with Myanmar law.

10. Lessee Undertakings

10.1. Lessee undertakes to maintain the lands in good condition at Lessee's own risks and expense at all times of this land lease agreement.

10.2. Lessee undertake to procure and maintain insurance covering any damages occurring within the Lands to third parties and its personal property from fire and other risks, or as required under applicable laws.

10.3 Lessee undertake that there will no illegal or prohibited matters, objects, substances materials, products and/or the like allowed to operate, manufactured or held inside the lands.

10.4 Lessee agrees that the rights under this Agreement shall not be transferred to nay third party by any means without written approval from Lessor.

10.5 Lessee shall return the lands to Lessor upon termination of the Land Lease Agreement in good condition.

10.6 In the event of termination of the Lease under Article 12 hereof, Lessee shall within thirty (30) business days following the termination date with which to remove all property and fixtures belonging to Lessee for the lands.

11. Taxes

Lessor agrees to be responsible for payment of any and all taxes or fees levied by applicable laws, or any organ or agency of the government, arising from the lease of the lands, including the lease tax. Should Lessor fail to pay this lease tax and the Government holds Lessee responsible for paying such tax, Lessee shall have the right to deduct the amount of tax from the next lease payment or payments. Lessee shall provide a notice to Lessor prior to making such deduction. Lessee agrees to be responsible for payment of any and all taxes arising from the Lessee's operation on the Lands, such as sales or turnover tax.

12. Termination

Lessee shall inform Lessor to terminate this Land Lease Agreement, upon written notice to Lessor with one month notice before the lease expiry and Lessor hereof shall inform Lessee to terminate this Land Lease Agreement, upon written notice to Lessor with one month notice before the lease expiry.

13. Registration of the Lease

The parties shall, to the extent required by law and practice, properly register this Lease Agreement with the relevant Land Registry Office, and any other relevant government office that may serve as a place for registration of recording leases, within 45 days for the date that this Land Lease Agreement is executed.

14. Law Applicable and Settlement of Disputes

This Land Lease Agreement shall be interpreted and governed by the laws of Myanmar.

Any dispute concerning the interpretation or performance of this lease contact shall be settled amicably. In the absence of an amicable settlement, the Lessor and the Lessee shall each appoint and arbitrator, who shall together appoint a third arbitrator chosen among the local lawyers, public notaries or estate agents, together, the three shall decide on the issue by majority vote in accordance with the local law of Myanmar. The arbitral award shall be in writing and state reasons on which it is based. The parties shall be irrevocably bound by that decision, which shall not be subject to appeal.

Any dispute concerning the interpretation or performance of this lease contract shall be settled amicably. In the absence of an amicable settlement, the Lessor and the Lessee shall each appoint arbitrator, who shall together appoint a third arbitrator chosen among the local lawyers, public notaries or estate agents. Together, the three shall decide on the issue by majority vote in accordance with the local law of Myanmar. The arbitral award shall be in writing and state the reasons on which it is based. The parties shall be irrevocably bound by that decision, which shall not be subject to appeal.

A party wishing to initiate arbitrator procedure shall notify the other party by registered or recorded-delivery letter indicating the arbitrator they have selected. The other party shall nominate their arbitrator within 30 days from reception of such notice.

Each party shall pay the costs of the arbitrator it has nominated. The arbitral award shall fix the reasonable fees for the third arbitrator and decide which of the parties shall bear these costs or in what proportion they be done by the parties.

The language of the arbitration shall be English.

15. Entire Agreement

This document contains the entire agreement of the parties and supersedes all previous communications, representations and agreements, whether oral or written, with respect to the Lands. This Land Lease Agreement may not be modified except in writing signed and acknowledged by both parties.

16. Heirs and Assignees

This Land Lease Agreement shall be binding on the heirs, assignees and the successors in interest of the Lessor and Lessee.

17. Language

This Land Lease Agreement and any amendments to it shall be executed in 2 originals in the English languages. All notices required herein shall be written in the English language.

IN WITNESS WHEREOF, Lessor and Lessee hereby execute and agree to the terms and condition of this Long-Term Land Lease Agreement on the date first set out above.

Lessor:	**Lessee:**
____________________________	____________________________
(On behalf of Valle Verde Co.,Ltd)	(On behalf of Fresco Myanmar Co.,Ltd)
Name:	Name:
Title:	Title:
Passport/NRC:	Passport/NRC:

Witness:	**Witness:**
____________________________	____________________________
Name :	Name:
Passport/NRC:	Passport/NRC: